

The Gazette of India



PUBLISHED BY AUTHORITY

No. 35] NEW DELHI, SATURDAY, AUGUST 28, 1954

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 21st August 1954:—

Issue No.	No. and date	Issued by	Subject
178	S.R.O. 2672, dated the 17th August 1954.	Delimitation Commission, India.	Final Order No. 14 in respect of the distribution of seats to, and the delimitation of, Parliamentary constituencies in the State of Kutch.
179	S.R.O. 2673, dated the 18th August 1954.	Ministry of Finance (Revenue Division)	Exemption of manganese ore exported from India from the whole of customs duty.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders Issued by the Ministers of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

ELECTION COMMISSION, INDIA

New Delhi, the 18th August 1954

S.R.O. 2741.—It is hereby notified for general information that the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), incurred by the person whose name and address are given below, as notified under Notification No. MD-P/52(67), dated the 12th May, 1952, have been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section 144 of the said Act respectively:—

Shri Ch. Bhuvanikararao, Vakil, Tanuku, West Godavari District, Andhra.

[No. MD-P/53(2).]

S.R.O. 2742.—It is hereby notified for general information that the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), incurred by the persons whose names and addresses are given below, as notified under Notification No. OR-CS/54(1)BL, dated the 25th May, 1954, have been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section 144 of the said Act respectively:—

Shri Baidyanath Rath, Village Kalarahang, P.O. Patia, District Cuttack (Orissa).

Shri Sarat Patnaik, Alisa Bazar, Cuttack-2 (Orissa).

[No. OR-CS/54(2)BL.]

New Delhi, the 23rd August 1954

S.R.O. 2743.—In pursuance of sub-rule (5) of rule 114 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the name of the person shown in column 1 of the Schedule below who having been nominated as a candidate for bye-election to the House of the People from the constituency specified in column 2 thereof, and having appointed himself to be his election agent at the said bye-election, has, in accordance with the decision given by the Election Commission under sub-rule (4) of the said rule, failed to lodge the return of election expenses within the time and in the manner required and has thereby incurred the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), is hereby published:—

SCHEDULE

Name of the candidate	Name of constituency
I	2
Shri Nagesh Upadhyay, B 2/106, Bhadalmi, Banaras.	Kanpur District (Central)

[No. UP-P/54(1)BYE.]

S.R.O. 2744.—In pursuance of sub-rule (5) of rule 114 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the name of the person shown in column 1 of the Schedule below who having been nominated as a candidate for bye-election to the House of the People from the constituency specified in column 3 thereof, and the name of the person specified in column 2 of the said Schedule who, having acted as the election agent of the candidate specified in column 1, have, in accordance with the decision given by the Election Commission under sub-rule (4) of the said rule, failed to lodge the return of election expenses in the manner required and have thereby incurred the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), are hereby published:—

SCHEDULE

Name of the candidate	Name of the election agent	Name of the constituency
I	2	3
Shri Sant Singh Yusuf, 12/1 Gwaltoli, Kanpur.	Shri T. K. Chaturvedi, Vakil, Collectorate, Kanpur.	Kanpur District (Central)

[No. UP-P/54(2)/BYE.]

S.R.O. 2745.—In pursuance of sub-rule (5) of rule 114 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the name of the person shown in column 1 of the Schedule below who having been nominated as a candidate for bye-election to the House of the People from the constituency specified in column 2 thereof, and having appointed himself to be his election agent at the said election, has, in accordance with the decision given by the Election Commission under sub-rule (4) of the said rule, failed to lodge the return of election expenses in the manner required and has thereby incurred the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), is hereby published:—

SCHEDULE

Name of the candidate	Name of constituency
I	2
Shri Madhu Sudan Dass, Giddarbaha, Tehsil Muktsar, District Ferozepore, Punjab.	Fazilka-Sirsa

[No. PB-P/54(1)/BYE.]

S.R.O. 2746.—In pursuance of sub-rule (5) of rule 114 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951 the name of the person shown in column 1 of the Schedule below who having been nominated as a candidate for bye-election to the House of People from the constituency specified in column 3 thereof, and the name of the person specified in column 2 of the said Schedule who, having acted as the election agent of the candidate specified in column 1, have, in accordance with the decision given by the Election Commission under sub-rule (4) of the said rule, failed to lodge the return of election expenses within the time and in the manner required and have thereby incurred the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951, (XLIII of 1951), are hereby published:—

SCHEDULE

Name of the candidate	Name of the election agent	Name of constituency
I	2	3
Shri Suhel Singh, C/o S. Teja Singh Namdhari, Sirsa, District Hissar, Punjab.	Shri Ganga Bishan, Advocate, Sirsa, District Hissar, Punjab.	Fazilka-Sirsa

[No. PB-P/54(2)/BYE.]

S.R.O. 2747.—In pursuance of sub-rule (5) of rule 114 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the name of the person shown in column 1 of the Schedule below who having been nominated

as a candidate for bye-election to the House of People from the constituency specified in column 3 thereof, and the name of the person specified in column 2 of the said Schedule who, having acted as the election agent of the candidate specified in column 1, have, in accordance with the decision given by the Election Commission under sub-rule (4) of the said rule, failed to lodge the return of election expenses within the time required and have thereby incurred the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), are hereby published:—

SCHEDULE

Name of the candidate	Name of the election agent	Name of constituency
1	2	3
Shri Sunam Rai, S/o Shri Kanshi Ram,	Shri Ram Rakha, Secretary, Wool Merchants Association, Fazilka, Punjab.	Fazilka-Sirsa

[No. PB-P/54(3) /BYE.]

By Order,
P. N. SHINGHAL, Secy.

MINISTRY OF LAW

New Delhi, the 17th August 1954

S.R.O. 2748.—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Law No. S.R.O. 215, dated the 9th February, 1952, relating to the execution of contracts and assurances of property, namely:—

In Part X of the said Notification, in Item 1 relating to the Agriculture Division, after Head D, the following Head shall be inserted, namely:—

“E. In the case of contracts relating to sugar:—

- (a) Contracts and other instruments relating to the purchase, supply, conveyance or carriage of sugar; by the Officer on Special Duty (Sugar) or the Deputy Director (Sugar and Vanaspati).
- (b) Contracts and other instruments relating to the clearance, handling and sale of imported sugar; by the Regional Director (Food), Madras or the Deputy Director in the office of the Regional Director (Food), Madras.

[No. F.32-III/52-L.]

New Delhi, the 24th August 1954

S.R.O. 2749.—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Law, No. S.R.O. 215 dated the 9th February, 1952, relating to the execution of contracts and assurances of property, namely:—

1. In part IV of the said notification, under Head L:—

- (a) for the words “Colonels Army Ordnance Corps”, the words “Commanders, Army Ordnance Corps” shall be substituted.
- (b) after the words “Deputy Commandants of Ordnance Depots”, the words “Officers of the rank of Majors and above of the Army Ordnance Corps” shall be inserted.

(c) after the words "*Deputy/Assistant Naval Store Officer, Vizagapatam*" the words "*Base Victualling Officers, Indian Navy*" shall be inserted.

2. For Part XVI-A of the said notification, the following part shall be substituted, namely:—

"XVI-A.—In the case of the Ministry of Production:—

1. All service agreements and security bonds for the due performance of their duties by Government servants; *by the Secretary, Joint Secretary or Deputy Secretary to the Central Government in the Ministry of Production.*

2. In the case of Hindustan Shipyard Ltd.:—

(a) All deeds and other instruments relating to the acquisition of the ship-building yard at Visakhapatnam from the Scindia Steam Navigation Co., Ltd., Bombay, formation of the Hindustan Shipyard Ltd., and other business of the Shipyard; *by the Secretary or a Joint Secretary or a Deputy Secretary to the Central Government in the Ministry of Production.*

(b) Deeds and other instruments relating to the sale to Indian Shipping Companies of ships built for the Government of India at the Visakhapatnam Shipyard; *by the Secretary or a Joint Secretary or a Deputy Secretary to the Central Government in the Ministry of Production.*

3. In the case of the Salt Administration under the Salt Commissioner, Ministry of Production:—

(a) All contracts, deeds or other instruments relating to the execution of Salt Works or the purchase, sale or transport of salt, the supply of labour, stores, building materials, and any other like engagements relating to Salt Administration; *by the Salt Commissioner or Deputy Salt Commissioners, Bombay or Madras or the General Manager, Rajputana Salt Sources Division, Sambhar Lake, within their respective jurisdictions.*

(b) (i) Contracts for the lease of land in the control of the Salt Administration where such lease is otherwise permissible;

(ii) Leases of land and leases and surrender of buildings or other immovable property;

(iii) Security bonds in connection with the employment of cashiers and other subordinates who are required to handle Government money in the course of their official duty; and

(iv) Contracts or other instruments for the purchase, supply and conveyance of furniture, stores; *by the Salt Commissioner or the Deputy Salt Commissioners, New Delhi, Madras, Bombay, within their respective jurisdictions and in respect of (iii) and (iv) above also by the General Manager, Rajputana Salt Sources Division, Sambhar Lake or the Assistant Salt Commissioners in their respective jurisdictions.*

(c) Leases of whole Excise Salt factories in the State of Madras; *by the Deputy Salt Commissioner, Madras.*

(d) Leases of whole Excise Salt factories in the State of Orissa; *by the Deputy Salt Commissioner, New Delhi.*

(e) Leases of land for salt manufacture; *by the Salt Commissioner, Deputy Salt Commissioners, New Delhi, Bombay, Madras or Assistant Salt Commissioners, within their respective jurisdictions.*

(f) (i) Leases of Land for salt manufacture in Government Salt factories in the State of Madras; and

(ii) Leases of land for salt manufacture in Excise Salt factories in the State of Madras; *by the Deputy Salt Commissioner, Madras or the Assistant Salt Commissioners within their respective jurisdictions.*

(g) Leases of Government Salt factories in Bombay; *by the Deputy Salt Commissioner, Bombay.*

(h) All contracts, deeds or other instruments relating to the execution of Salt Works or the purchase, sale or transport of salt, the supply of

labour or the purchase, supply and conveyance or carriage of stores, building materials, machinery, and contracts for petty construction and repairs and for Public Works of every description which are executed by the Salt Administration; by the Assistant Commissioners of Salt, within their respective jurisdictions and within the limit of the value of Rs. 5,000.

- (i) Contracts, deeds or instruments relating to Salt imported into the States of West Bengal and Orissa by sea; by the Salt Commissioner, Deputy Salt Commissioner, New Delhi or within the limit of the value of Rs. 5,000 by the Assistant Salt Commissioner, Calcutta.
- (j) Leases of land situated within the declared area of a salt factory and unfit for salt manufacture, but fit for
- (a) Grow More Food Campaign;
 - (b) Paddy Cultivation;
 - (c) Building Residential Quarters;
 - (d) Casuarina Plantation or
 - (e) any other purpose sanctioned by a competent authority;
- by the Deputy Salt Commissioner, in Delhi, Madras or Bombay or an Assistant Salt Commissioner within their respective jurisdictions.
- (k) Leases of fishing rights and acceptances of tenders thereof:—
- (i) if the amount or value does not exceed Rs. 5,000 in each case; by the Deputy Salt Commissioner in Delhi, Madras or Bombay or an Assistant Salt Commissioner within their respective jurisdictions; and
 - (ii) if such amount or value exceeds Rs. 5,000 in each case; by the Salt Commissioner.

4. In the case of the National Instruments Factory, Calcutta:—

- All contracts and instruments relating to purchase, supply and conveyance or carriage of materials, stores, machinery;
- Security bonds for the due performance and completion of work;
- All instruments connected with the reconveyance of property given as security;
- All instruments relating to the execution of works of all kinds connected with the additions and alterations to buildings and plants and with foundations and housing of machinery and electric and sanitary installations;
- Security bonds for the due performance of their duties by Government servants;
- Leases of houses, land or other immovable property; and
- All contracts and instruments relating to disposal of surplus, obsolete and waste stores;

by the Superintendent, National Instruments Factory, Calcutta.

5. In the case of the Office of the Coal Commissioner:—

Agreements to be entered into in connection with the appointment of Government Agents under the scheme for State Trading in Coal; by the Coal Commissioner or the Deputy Coal Commissioner (Production) or the Deputy Coal Commissioner (Distribution)."

3. In Part XVII of the said notification, under Head A, in item 16, after the words "for the purpose of" the words "purchasing or" shall be inserted.

4. In Part XXI of the said notification:—

- for the words "Works, Production and Supply" wherever they occur the words "Works, Housing and Supply" shall be substituted.
- Heads E, G, H and I shall be deleted.

MINISTRY OF HOME AFFAIRS*New Delhi, the 17th August 1954*

S.R.O. 2750.—In exercise of the powers conferred by section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government hereby exempts Mr. Milton B. Gingles of Standard Vacuum Refining Company of India Limited, Bombay, from the operation of the prohibitions and directions contained in section 6 of the said Act in respect of one .38 bore Smith & Wessons revolver No. 227436 and connected ammunition if any.

[No. 9/43/54-Police(1).]

N. SAHGAL, Dy. Secy.

New Delhi, the 19th August 1954

S.R.O. 2751.—In pursuance of clause (1) of article 239 of the Constitution, the President hereby directs that the Chief Commissioners of Delhi, Ajmer and Coorg shall, subject to the control of the President and until further orders, exercise the powers and discharge the functions of the Central Government under the provisions of the Land Acquisition Act, 1894 (I of 1894), within their respective States.

[No. 20/11/53-Judl.]

M. GOPAL MENON, Dy. Secy.

New Delhi, the 20th August 1954

S.K.O. 2752—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Order, 1950, the President hereby directs that the following further amendment shall be made in the rules published with the notification of the Government of India in the late Home Department No. F. O/19/30-Ests., dated the 27th February, 1932, namely:—

In the Schedule annexed to the Rules published with the said notification under the heading “Department of Industries and Labour”, the following sub-heading and the entries thereunder shall be added, namely:—

“Directorate-General of Supplies and Disposals”

Title of Service or Post	Authority empowered to appoint	Authority empowered to impose penalties, and penalties which he may impose		Appellate authority
		Authority	Penalties :— (i) censure ; (ii) withholding of increments etc. ; (iii) reduction to a lower post etc. ; (iv) recovery from pay, etc. ; (v) suspension ; (vi) Removal, etc. ; (vii) Dismissal, etc.	
I	2	3	4	5

Headquarters Office

Class III

Assistants (other than Class II Assistants of Gr. IV of the C. S. S.) and U.D.C. in Charge. Director (Administration and Co-ordination). Director (Administration and Co-ordination) and Director General, Supplies and Disposals, Secretary, Ministry of Works, Housing and Supply.

Upper Division Clerk, Lower Division Clerk, Comptist, Director (Administration and Co-ordination) and Director (Administration and Co-ordination) All. Director General, Supplies and Disposals.

ecord Clerk, Compounder, Driver, Stenographer (Rs. 80—5—120—EB—8—200—10/2—220) Junior Draftsman, Ferrotyper, Tracer and Mechanic.

Estimator, Junior Progress Officer, Technical Assistant, Librarian, Doctor, Senior Draftsman.

Director (Administration and Co-ordination).

Director (Administration and Co-ordination).
Director General, Supplies and Disposals.

Director General, Supplies and Disposals. Secretary, Ministry of Works, Housing and Supply.

Class IV.

Gestetner Operator, Record Sorter, Daftary, Peon, Chowkidar, Farash, Spongeman, Jamadar, Security Jamadar, Sanitary Inspector, Ward Orderly, Mistry, Sweeper.

Deputy Director (Administration).

Deputy Director (Administration).

All

Director (Administration and Co-ordination).

Directores of Supplies and Disposals, Calcutta and Bombay

Class III

Superintendent, U. D. C.—in-Charge, Accountant, Technical Assistant, Storekeeper, Dock Inspector, Assistant Supervising Engineer.

Director General, Supplies and Disposals.

Director of Supplies and Disposals.

(i) to (v)

Director General, Supplies and Disposals.

Director General, Supplies and Disposals.

(vi) & (vii)

Secretary, Ministry of Works, Housing and Supply.

Upper Division Clerk, Lower Division Clerk, Stenographer, Assistant Storekeeper, Stock Verifier, Supervisor, Crane Driver, Lorry Driver, Car Driver, Staff Car Driver, Crane Mechanic, Senior Dock Sircar, Junior Dock Sircar, Jetty Sircar, Storekeeper (Potteries).

Director of Supplies and Disposals.

Director of Supplies and Disposals.

All

Director General, Supplies and Disposals.

1

2

3

4

5

Class IV

Gestetner Operator, Dafty, Peon, Head Durwan/Durwan, Carpenter, Marksman, Slingman, Sirdar, Sweeper, Labourer/Mazdoor, Chowkidar, Hamal.	Director of Supplies and Disposals.	Director of Supplies and Disposals.	All	Director General, Supplies and Disposals.
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Directorate of Supplies and Disposals, Madras***Class III***

Superintendent, U. D. C.-in-Charge.	Director General, Supplies and Disposals.	Deputy Director of Supplies and Disposals. (i) to (v)	Director General, Supplies and Disposals.
Upper Division Clerk, Stenographer, Lower Division Clerk, Staff Car Driver.	Deputy Director of Supplies and Disposals.	Deputy Director of Supplies and Disposals. (vi) and (vii)	Secretary, Ministry of Works, Housing and Supply.
		Director (Administration and Co-ordination) (at Headquarters).	Director General, Supplies and Disposals.

Class IV

Dafty, Peon, Chowkidar, Sweeper-cum-scavenger.	Deputy Director of Supplies and Disposals.	Deputy Director of Supplies and Disposals.	All	Director (Administration and Co-ordination) (at Headquarters).
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Government Test House, Calcutta***Class III***

Chemical Assistant, Physical Assistant and Head Clerk.	Director General, Supplies and Disposals.	Director, Government House.	Test (i) to (v)	Director General, Supplies and Disposals.
		Director General, Supplies and Disposals. (vi) & (vii)		Secretary, Ministry of Works, Housing and Supply.

Foreman	Director, Government House.	Test	Director, Government House.	Test	(i) to (v)	Director General, Supplies Disposals.
			Director General, Supplies and Disposals.	(vi) and (vii)		Secretary, Ministry of Works, Housing and Supply.
Librarian and Reference Clerk, Head Laboratory Assistant and Glass Blower, Draftsman and Photographer, Maintenance Supervisor, Electric Welder, Instrument Maker, Automobile Driver-cum-Mechanic, X-Ry Mechanic, Telephone Operator, Caretaker, Operators, and Mistries, Accountant, Stenographer, U. D. C., L. D. C., Electrical Chargeman.	Director, Government House.	Test	Director, Government House.	Test	All	Director General, Supplies and Disposals.

Class IV

Blacksmith Foreman, Carpenter Picker, Laboratory Boy, Khalasies, Record Sorter, Daftry, Peon, Farash, Night Watchman, Chowkidar, Sweeper, Mali, Gate-Keeper.	Director, Government House.	Test	Director, Government House.	Test	All	Director General, Supplies and Disposals.
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U. S. A. S. S. Organisation, Calcutta*Class III*

U.D.C.-in-Charge, Store Superintendent.	Director General, Supplies and Disposals.	Director of Supplies and Disposals, Calcutta.	(i) to (v)	Director General, Supplies and Disposals.
		Director General, Supplies and Disposals.	(vi) and (vii)	Secretary, Ministry of Works, Housing and Supply.

1	2	3	4	5
Upper Division, 1, Clerk, Store-keeper Grim, Storekeeper Gr. II, Lower Division Clerk, Cashier, Lower Division, Electrician, Fitter, Mechanic, Carpenter, Painter, Tyeman, Welder, Industrial Supervisor, Store Clerk, Driver, Gate-keeper.	Director of Supplies and Disposals, Calcutta.	Director of Supplies and Disposals, Calcutta.	All	Director General, Supplies and Disposals.
<i>Class IV</i>				
Packer, Labourer, Peon, Guard, Durwan, Fire-fighter.	Director of Supplies and Disposals, Calcutta.	Director of Supplies and Disposals, Calcutta.	All	Director General, Supplies and Disposals.
Offices of the Director of Inspection, Calcutta, Director of Inspection, Bombay and Director of Inspection Tatanagar (including Burnpur).				
<i>Class III</i>				
Superintendent, Head Clerk	Director General, Supplies and Disposals.	Director of Inspection Director General, Supplies and Disposals.	(i) to (v) (vi) and (vii)	Director General, Supplies and Disposals. Secretary, Ministry of Works, Housing and Supply.
Examiner of Stores, Chemical Assistant.	Director (Administration and Co-ordination) (at Headquarters).	Director of Inspection Director General, Supplies and Disposals.	(i) to (v) (vi) (vii)	Director General, Supplies and Disposals. Secretary, Ministry of Works, Housing and Supply.
Senior Draftsman	Director of Inspection	Director of Inspection Director General, Supplies and Disposals.	(i) to (v) (vi) and (vii)	Director General, Supplies and Disposals. Secretary, Ministry of Works, Housing and Supply.
Assistant Examiner of Stores, Director of Inspection. Junior Draftsman, Ferro-type, Tracer, Turning		Director of Inspection	All	Director General, Supplies and Disposals.

and Fitting Mistry, Accountant, U. D. C., L.D.C., Stenographer, Steno-typist, Telephone Operator.

Class IV

Dafty, Head Peon, Peon, Director of Inspection Had Laboratory Bearer, Laboratory Bearer, Chowkidar, Nepali, Durwan, Farash, Mali, Sweeper, Mazdoor, Machine Shop Mazdoor Laboratory Mazdoor, Garden Mazdoor.	Director of Inspection Director of Inspection	All	Director General, Supplies and Disposals.
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Offices of the Deputy Director of Inspection, Kanpur, Deputy Director of Inspection, Madras and Deputy Director of Inspection, N. W. L. Inspection Circle, New Delhi.

Class III

Head Clerk . . .	Director General, Supplies and Disposals.	Deputy Director of Inspection (i) to (v) Director General, Supplies and (vi) and (vii) Disposals.	Director General, Supplies and Disposals.
Examiner of Stores . .	Director (Administration and Co-ordination) (at Headquarters.)	Deputy Director of Inspection (i) to (v) Director General, Supplies and (vi) and (vii) Disposals.	Director General, Supplies and Disposals. Secretary, Ministry of Works, Housing and Supply.
Assistant Examiner of Stores, Deputy Director of Inspection. Fitter, U. D. C., L.D.C., Stenographer, Steno-typist.	Deputy Director of Inspection (i) to (v) Director (Administration and (vi) and (vii) Co-ordination) (at Headquarters).	} Director General, Supplies and Disposals.	

Class IV

Dafty, Peon, Chowkidar, Mali, Sweeper.	Deputy Director of Inspection	Deputy Director of Inspection	All	Director (Administration and Co-ordination) (at Headquarters)
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*The present incumbent of the post has been allowed Class II status as a special case.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 18th August 1954

S.R.O. 2753.—In pursuance of clause (d) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (II of 1934), and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs, No. F.3(26)-F.I/54, dated the 23rd July, 1954, the Central Government hereby nominates Shri S. G. Barve, I.C.S., to be a Director of the Central Board of the Reserve Bank of India, vice Shri K. G. Ambegaokar, I.C.S.

[No. F.3(26)-F.I/54.]

N. C. SEN GUPTA, Dy. Secy.

New Delhi, the 18th August 1954'RULES UNDER THE PUBLIC DEBT ACT, 1944
(XVIII OF 1944)

S.R.O. 2754.—Introduction.—In exercise of the powers conferred by section 28 of the Public Debt Act, 1944 (XVIII of 1944), the Central Government hereby makes the following rules, the same having been previously published as required by sub-section (1) of the said section, namely:—

1. *Short Title and Application.*—(1) These rules may be called the Public Debt (Compensation Bonds) Rules, 1954.

(2) They shall apply to the areas to which the Public Debt Act, 1944 (XVIII of 1944), applies.

2. *Definitions.*—In these rules, unless the context otherwise requires—

- (1) "The Act" means the Public Debt Act, 1944 (XVIII of 1944);
- (2) "The Bank" means the Reserve Bank of India;
- (3) "Bond", other than an indemnity bond or a security bond, means a bond issued under rule 3;
- (4) "the Government", in relation to any bond, means the State Government issuing the bond;
- (5) "District Magistrate" means every person exercising all or any of the powers of a District Magistrate as defined under the Code of Criminal Procedure, 1898 (Act V of 1898), for the time being in force;
- (6) "instalment" means periodical payment of interest and a part of the principal amount as may be determined by the Government;
- (7) "Officer of the Bank" means the officer appointed by the Reserve Bank of India to perform the duties under the Act;
- (8) "Form" means a form as set out in the Schedule to these rules;
- (9) "Public Debt Office" means the office of the Reserve Bank of India on the books of which a bond is registered or may be registered;
- (10) "Mutilated Bond" means a bond which has been destroyed, torn or damaged in material parts thereof and the material parts of a bond, are those where—
 - (i) the number, description and the face value of the bond or payments of instalments are recorded, or
 - (ii) the endorsement or the name of the payee is written, or
 - (iii) the renewal receipt is supplied;
- (11) "Defaced Bond" means a bond which has been made illegible or rendered undecipherable in material parts;
- (12) "Lost Bond" means a bond which has actually been lost and shall not mean a bond which is in the possession of some person adversely to the claimant.

3. *Form of Bond issuable as Government Security under Section 2(2) (b) of the Act.*—The Government may issue a bond in Form A or as near thereto as circumstances permit. Save as otherwise provided in these rules, a bond in such a form shall be deemed to be a Government security for all the purposes of the Act.

4. Transfer of Bonds.—(1) A bond shall be transferable by endorsement and delivery like a promissory note payable to order.

(2) No endorsement of a bond shall be valid unless made by the signature of the holder or his duly constituted attorney or representative inscribed on the back of the bond itself.

(3) No writing on a bond is valid for the purpose of negotiation if such writing purports to transfer only a part of the amount denominated by the bond.

(4) The treasury or sub-treasury, or any office of the Bank or the Public Debt Office may decline to accept a bond, endorsed in blank for any purpose, unless the endorsement in blank is converted into that in full before presentation.

5. Payment of Instalments.—Instalments on a bond may be made payable at any treasury or sub-treasury in the State concerned or at the Public Debt Office, subject to compliance by the holder with such formalities as the Public Debt Office may require and instalments shall accordingly be paid at such treasury or sub-treasury or Public Debt Office on presentation of the bond. The payee shall give a receipt in Form B. Where, however, instalments are payable at a place where a Public Debt Office is located, the bond shall, unless otherwise directed by the Public Debt Office, be presented at the Public Debt Office which shall issue an instalment warrant in favour of the holder payable at the local office of the Bank or any agency thereof conducting Government treasury business or at a treasury. Notwithstanding anything contained herein, any instalment due on a bond, the instalments on which are payable at a treasury or sub-treasury, may be paid by the Public Debt Office by an instalment warrant payable at such treasury or sub-treasury.

6. Procedure when a bond is lost, etc.—(1) When a bond is lost, stolen, destroyed, mutilated or defaced, the person entitled thereto may apply for the issue of a duplicate bond in the manner laid down in sub-rule (3) to the Public Debt Office at which the bond is registered with a statement showing particulars, such as number, amount and description of the bond.

(2) The Bank may by its order suspend payment of instalments on or the maturity value of the bond or postpone the making of any order under section 11 of the Act until the vesting order has been made.

(3) Every application for the issue of a duplicate bond in place of a bond which is alleged to have been lost, stolen, destroyed, mutilated or defaced, either wholly or in part, shall be accompanied by—

(a) a statement of the following particulars, namely:—

- (i) the last half-year or year for which instalment has been paid;
- (ii) the person to whom such instalment was paid;
- (iii) the person in whose name the bond was issued (if known);
- (iv) the place for payment of instalments at which the bond was for the time being entitler;
- (v) the circumstances attending the loss, theft, destruction, mutilation or defacement; and
- (vi) whether the loss or theft was reported to the police.

(b) the Post Office registration receipt for the letter containing the bond, if the same was lost in transmission by registered post;

(c) a copy of the police report, if the loss or theft was reported to the police;

(d) where the last payment of instalment was not made by a warrant issued by the Public Debt Office, a letter signed by the officer of the treasury where instalment was last paid, certifying the last payment of instalment on the bond and stating the name of the party to whom such payment was made;

(e) if the applicant is not the holder in whose name the bond was originally issued, an affidavit sworn before a Magistrate testifying that the applicant was the last legal holder of the bond and all documentary evidence necessary to trace back the title to the original holder;

(f) any portion or fragments which may remain of the lost, stolen, destroyed, mutilated or defaced bond.

(4) A duplicate of the letter sent to the Public Debt Office, but not of its enclosures, shall also be sent to the treasury where instalments are payable.

(5) The loss, theft, destruction, mutilation, or defacement of a bond, or a portion of a bond shall be further notified by the applicant in three successive issues of the official Gazette of the Government issuing the bond and if the loss,

theft, destruction, mutilation or defacement occurred at a place outside the State of the Government issuing the bond, also in three successive issues of the official Gazette, if any, of the State in which such place is situated. Such notification shall be in the form following, or as nearly in such form as circumstances permit:—

“Lost” (“stolen”, “destroyed”, “mutilated”, or “defaced” as the case may be)

“The	Bond No.	of the
Government for Rs.		Originally standing
in the name of		and last endorsed
to		, the proprietor, by whom it was never
endorsed to any other person, having been lost (stolen, destroyed, mutilated, or defaced) notice is hereby given that payment of the above bond and the instalments thereupon have been stopped at the Public Debt Office, and that application is about to be made for the issue of a duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned bond.		

Name of person notifying:

Residence:

(6) After the publication of the last notification prescribed in sub-rule (5), the Bank shall, if it is satisfied of the loss, theft, destruction, mutilation or defacement, of the bond and of the justice of the claim of the applicant, cause the particulars of the bond to be included in a list such as is referred to in rule 7 hereunder and shall order the Public Debt Office—

(i) if only a portion of the bond has been lost, stolen, destroyed, mutilated or defaced, and if a portion of the bond sufficient for its identification has been produced, to issue to the applicant, on the execution of an indemnity bond such as is hereinafter mentioned, a duplicate bond in place of that of which a portion has been lost, stolen, destroyed, mutilated or defaced on the expiry of such period not exceeding six months as the Bank may consider necessary from or immediately after the date of the publication of the said list; and

(ii) if no portion of the bond so lost, stolen, destroyed, mutilated or defaced, sufficient for its identification has been produced to issue to the applicant, on the execution of an indemnity bond such as is hereinafter mentioned, a duplicate bond in place of the bond so lost, stolen, destroyed, mutilated or defaced one year after the date of publication of the said list: provided that—

(a) if the date on which the final instalment of the bond is due for payment falls earlier than the date on which the said period of one year expires, or if the bond is notified for redemption before that date, the Bank shall pay all the outstanding instalments after the expiry of the said period of one year without issuing a duplicate bond; and

(b) if at any time before the issue of a duplicate bond, the original bond is discovered or it appears to the Public Debt Office for other reasons that the order should be rescinded, the matter shall be referred to the Bank for further consideration and in the meantime all action on the order shall be suspended.

(7) The Bank may, at any time prior to the issue of a duplicate bond, if it finds sufficient reason, alter or cancel any order made by the Bank under this rule and may also direct that the interval before the issue of a duplicate bond shall be extended by such period not exceeding one year as it may think fit.

(8) *Indemnity Bonds.*—(1) An indemnity bond, when executed under sub-rule (6) and not under rule 12 shall be for twice the amount of the instalments involved, that is to say, twice the amount of all back instalments accrued due on the bond plus twice the amount of all instalments to accrue due thereon.

(ii) The Bank may direct that such indemnity bond shall be executed by the applicant alone or by the applicant and one or two sureties as it may think fit, or that in lieu of furnishing personal sureties the applicant shall furnish collateral security in the shape of Government securities to be deposited with it for such amount and period as it may think fit.

7. *Publication of List.*—(i) The list referred to in rule 6 shall be published quarterly in the official Gazette of the Government issuing the bond in the months of January, April, July and October or as soon afterwards as may be convenient.

(ii) All bonds in respect of which an order has been passed under rule 6 shall be included in the first list published next after the passing of such order and thereafter such bonds shall continue to be included in each of the succeeding lists

published in the months of January and July or soon thereafter until the expiration of the period prescribed for the issue of duplicates.

(iii) The list shall contain, as far as possible, the following particulars regarding each bond included therein, namely, the description of the bond, the number of the bond, its value, the person to whom it was issued, the date from which instalments are due, the name of the applicant for a duplicate, the number and the date of the order passed by the Bank for payment of instalments or issue of a duplicate and the date of publication of the list in which the bond was first included.

8. Determination of Title by Vesting Order.—Notwithstanding anything contained in rule 6, the title to a lost, stolen, destroyed, mutilated or defaced bond may be determined by the Bank by its order vesting title to the bond.

9. Determination of a mutilated or defaced bond as a bond requiring renewal.—It shall be at the option of the Bank to treat a bond which has been mutilated or defaced, as a bond requiring the issue of a duplicate under rule 6 or mere renewal under rule 14.

10. When a bond is required to be renewed.—(1) The holder of a bond may be required by the Public Debt Office to receipt the same for renewal in any of the following cases, namely:—

- (a) if only sufficient room remains on the back of the bond for one further endorsement or if any word is written upon the bond across any existing endorsement or endorsements;
- (b) if the bond is torn or in any way damaged or crowded with writing or unfit, in the opinion of the Public Debt Office;
- (c) if any endorsement is not clear and distinct or does not indicate the payee or payees, as the case may be, by name or in the case of office-holders, by office, or is made otherwise than in one of the endorsement cages on the back of the bond;
- (d) if the bond having been enfaced three times for payment of instalments is presented for re-enfacement; and
- (e) if, in the opinion of the Public Debt Office, the title of the person presenting the bond for payment of instalment is irregular or not fully proved.

(2) When requisition for the renewal of a bond has been made under sub-rule (1), payment of any further instalments thereon may be refused until it is receipted for renewal and actually renewed.

11. Procedure for making vesting order.—(1) In cases to which section 12 of the Act applies, the Bank may determine the person in the manner hereunder as being entitled in its opinion to the bond and may by its order vest title in such person accordingly.

(2) The person claiming to be entitled to a bond shall apply to the Bank and adduce documentary evidence in support of his claim.

(3) On receipt of the application by the Bank, the Bank if it contemplates making a vesting order under the Act—

- (i) may suspend payment of instalments on or the maturity value of the bond or postpone the making of any order under section 11 until the vesting order has been made;
- (ii) may, if it considers proper, request a District Magistrate to record or to have recorded the whole or any part of such evidence as any person whose evidence the Bank requires may produce or direct one of its officers to record such evidence or may receive evidence upon affidavit.

(4) The Bank shall thereafter give notice in writing to each claimant of whom it has knowledge, stating the names of all other claimants and the time when and the officer of the Bank by whom the determination of title will be made.

(5) On the date and at the time fixed in the notice referred to in sub-rule (4) above, the officer shall—

- (i) examine the evidence adduced by the parties;
- (ii) hear the parties affected and record such evidence as they adduce. No further evidence shall be recorded or entertained in cases where—
- (a) the District Magistrate has been requested to record or to have the evidence recorded, or

(b) the Bank has directed one of its officers to record the evidence; and
 (iii) determine the issue as to who is entitled to the bond.

(6) After determination of the issue by the officer, the Bank shall give notice in writing to each claimant of the determination so made.

(7) The notices prescribed in sub-rules (4) and (6) above shall be published in three successive issues of the date on which they are respectively issued.

(8) On the expiry of six months from the issue of the notice referred to in sub-rule (7), the Bank may make an order vesting the bond in the person found by the Bank to be entitled thereto.

12. Indemnity Bonds.—In cases to which section 9, 10 or 12 of the Act applies, the Bank may require any person considered by the Bank as being entitled to a bond to execute a security bond in Form C, with one or more sureties or to furnish security not exceeding twice the value of the subject-matter of the order, to be held at the disposal of the Bank to pay to the Bank or to any person to whom the Bank may assign the security bond or security in furtherance of sub-section (2) of section 16 of the Act, the amount thereof.

13. Provision for recognition of title to bonds held by managing member of Hindu Joint Family subject to Mitakshara Law.—The certificate required under the proviso to section 7 of the Act shall be a certificate signed by the District Magistrate after such enquiry (if any) as may in his opinion be necessary to determine the matters in question referred to therein.

14. Receipt for renewal, etc.—(1) Subject to any general or specific instructions of the Bank, the Public Debt Office may, by its order, on the application of the holder, renew or consolidate a bond or bonds, provided that the bond or bonds has or have been received in Form D or E, as the case may be.

(2) Sub-division of a bond or bonds will not be allowed except on an order made by the Bank in its discretion. If sub-division is permitted, the bond or bonds tendered for sub-division shall be received in Form F.

(3) The Public Debt Office may, under any of the sub-rules of this rule, require the applicant to execute a security bond in Form C with one or more sureties approved by the Public Debt Office or to furnish security not exceeding twice the value of the subject-matter of the order, to be held at the disposal of the Bank, to pay to the Bank or to any person to whom the Bank may assign the security bond or security in furtherance of sub-section (2) of section 16 of the Act, the amount thereof.

15. Discharge of Bond.—(1) When the last instalment on a bond becomes due for payment or the bond is notified for redemption, it shall be presented at the office at which the instalment on the bond is payable or at the Public Debt Office and signed by the holder on its reverse.

(2) If the Public Debt Office is of the opinion that a doubt exists relating to the title to a bond, it may require the claimant to execute a security bond in Form C with one or more sureties approved by the Public Debt Office, or to furnish security not exceeding twice the amount of instalments involved to be held at the disposal of the Bank, to pay to the Bank or to any person to whom the Bank may assign the security bond or security the amount thereof.

16. When executant of a document or maker of an endorsement is unable to write.—(1) If any person by whom any document relating to a bond is to be executed or by whom an endorsement is to be made on a bond satisfies a Magistrate that he is for any reason unable to write, and that the effect of the document or endorsement is fully understood by him, and that he is the person whom he represents himself to be, such Magistrate may, at the request of that person and subject to the provisions of this rule, execute the document or sign the endorsement on his behalf.

(2) Where any such document is to be executed or an endorsement signed by a Magistrate under this rule on behalf of any person, the Magistrate shall execute the document or sign the endorsement in the presence of that person, and shall enter below his own signature a certificate to the effect that the document was executed, or the endorsement signed, as the case may be, at the request of that person, after having been previously read over to the latter, and that he is satisfied that the effect of the document or the endorsement is fully understood by such person.

(3) Nothing in the above sub-rules shall preclude the Bank from acting upon the execution of a document relating to a holder on an endorsement thereon in a manner otherwise than referred to above, provided the Bank is satisfied as to

the genuineness and validity of the execution of the document or endorsement on the bond.

17. *Application for grant of information.*—(1) Any person requiring information regarding a bond in the custody of the Public Debt Office may apply to that office in writing stating the form in which the information is required.

(2) Every such application shall state with precision the particulars (namely the number, description and the face value) of the bond and shall contain a statement of the purpose for which the information is required and of the interest of the applicant in the bond. If any of the above particulars are not known to the applicant, the Bank may on application in writing being made to it, direct the Public Debt Office, at its discretion, to supply the required particular or particulars, if available, to the applicant subject to such conditions and on payment of such fees, if any, as it may prescribe.

18. *Disposal of application for grant of information or inspection.*—The following provisions shall be observed in dealing with applications under rule 17:—

(1) If the application asks for any information in respect of a bond which has been renewed, consolidated, or sub-divided otherwise than in the name of the person who has renewed, consolidated or sub-divided the bond or asks for inspection of such bond, or any register or book kept or maintained in the Public Debt Office in respect thereof or of any entry of such bond in such register or book, the application shall be refused. The register or the book shall mean the register or the book in which the bond is entered, registered or referred to.

(2) If the applicant asks for inspection or information in respect of a bond which has been cancelled on payment of the amount due in respect thereof, it shall be referred to and disposed of under the orders of the Bank.

(3) In any other case the Public Debt Office may subject to the provisions hereinafter contained, grant a certified copy of any endorsement on a bond of any entry in any register or book maintained or kept by that office relating to any bond, on being satisfied that the bond in question has stood in the name of the applicant, or of a person in whom the applicant has a representative interest, and further that the applicant has *bona fide* interest in the bond in respect of which the application is made:

Provided that if the bond has been cancelled for payment of the amount due in respect thereof, no copy of any endorsement thereon shall be granted which purports to give a title subsequent to the termination of the applicant's interest in the bond.

(4) The Public Debt Office may, under a special order of the Bank, supply any information regarding a bond referred to in sub-rules (2) and (3) which is directed to be supplied by such an order.

(5) If an applicant asks for—

- (a) any information from the record of the Public Debt Office or the Bank in connection with a bond,
- (b) a copy of any document from the record, and
- (c) inspection of any record generally or any document or documents specifically,

the application shall be referred to and disposed of subject to the provisions of sub-rule (1) of this rule under the order of the Bank.

(6) If the application relates to the grant of permission for inspection of an instalment warrant or of information relating to payment of instalments for a specific period, the application may be granted by the Bank provided the applicant was the person to whom instalments were paid.

(7) No information from any document or record in respect of the proceedings instituted by the Bank under section 12 of the Act shall be granted by the Bank.

19. *Indemnity Bond and fees in connection with grant of information or inspection.*—(1) Every applicant shall, before any information is supplied or permission for inspection granted to him, execute a bond of indemnity as nearly as may be in Form G for the amount as hereinafter mentioned—

- (a) the bond of indemnity for grant of information or inspection under any of the sub-rules (1) to (4) of rule 18 shall be for twice the amount of the instalments paid on the bond or bonds from the date of issue, and

- (b) the bond of indemnity for grant of information or of permission for inspection under sub-rules (5) and (6) of rule 18 shall be for such amount as may be determined by the Bank.
2. Every applicant shall, before any information is supplied to him under rule 17 or 18, pay a fee of Re. 1 for each bond in respect of which any information is supplied and a fee of Re. 1 shall be paid for each certified copy granted under Rule 18.
3. The Bank may waive the execution of a bond of indemnity or may forego the fees either wholly or partly payable to the Bank under sub-rule (2) above, or may do both.

20. *Fees.*—The following fees shall be paid in respect of applications under section 11 of the Act, namely:—

For each renewed, consolidated, sub-divided or duplicate bond, 4 annas per cent., if the face value of the new bond does not exceed Rs. 400, and Re. 1 if the new bond exceeds that sum.

FORM A

(See rule 3)

Form of Bond issued under Rule 3

The Governor/Rajpramukh..... hereby promises to pay to..... at any treasury in the Rs. only together with interest accruing thereon at the rate of per cent. per annum in equated/equal yearly/half-yearly instalments on the day of and every year during the period of years from the day of or earlier at the absolute option of the Governor/Rajpramukh of subject to the provisions of the and the rules framed thereunder.

Dated the day of

Manager,
Reserve Bank of India,
Public Debt Office.

FOR AND ON BEHALF OF THE GOVERNOR/RAJPRAMUKH OF

Governor, Reserve Bank of India.

FORM B

(See rule 5)

Receipt for equated/equal annual/half-yearly instalments on.....

Received from the Government Treasury at instalments due on.....
.....as follows :—

No. of Bond	Amount of each Bond	Amount of yearly/half-yearly instalment		Number of yearly/half-yearly instalment due	Total amount due		Date up to which instalment is due	Name of the holder of the Bond
		Principal	Interest		Principal	Interest		
		Rs. As. Ps.	Rs. As. Ps.		Rs. As. Ps.	Rs. As. Ps.		
				Deduct Income-tax at rates				
				Surcharge				
				Net amount payable				
				Total Rupees				

Total received (in words) _____ Signature _____

(State whether holder or holder's attorney or administrator.)

FORM C

(See rule 12)

Security Bond

This Agreement is made on the day of
Between son of of the
....., resident of, one part and the Reserve Bank of India of the other part.

Whereas I/we am/are represent the true and lawful owner/s of the.....
Bonds specified in the Schedule 'A' hereto annexed.

And whereas I/we have applied to the Reserve Bank of India, Public Debt Office, for of the said Bonds and the said Bank has consented so to do upon my/our giving security of Rs. to meet a claim by a rightful owner to the said Bonds in case there shall be such a claim.

Now these Presents witness that in pursuance of the aforesaid agreement I/we hereby oblige myself/ourselves to make good the claim of the rightful owner in respect of said Bonds and I/we hereby further agree that this security bond may be held by the said Bank and the said Bank may assign the security Bond to the rightful owner of the said Bonds.

In witness whereof I/we have subscribed my/our name/names
..... day of

Signed by the within mentioned in the presence of

Principal.

I/We son of between resident of hereby undertake to make good any claim to the rightful owner of the Bonds mentioned in the schedule hereto in case the principal/principals makes/make default in payment of the claim by virtue of the above agreement.

Signed by the within mentioned in the
presence of

Surety.

Schedule "A" referred to in the Security Bond

Nature and description of the Bond.	Number	Date of issue	Amt.

FORM D

(See rule 14)

Form of Indorsement for renewal of a Bond

Received in lieu hereof a renewed bond payable to (name of holder), with instalments payable at Treasury.

Signature of the holder/duly authorised representative of (name of holder)

FORM E

(See rule 14)

Form of Indorsement for Consolidation of Bonds

Received in lieu hereof a new bond payable to (name of holder) for Rs. by consolidation with bond or bonds Nos. (mentioning the numbers and amounts of the other bonds described to be consolidated with it) with instalments payable at Treasury.

Signature of the holder/duly authorised representative of (name of holder)
.....

FORM F

(See rule 14)

Form of Indorsement for Sub-Division of a Bond

Received in lieu hereof bonds for Rs. respectively, payable to (name of holder), with instalments payable at Treasury.

Signature of the holder/duly authorised representative of (name of holder)
.....

FORM G

(See rule 19)

Form of Indemnity Bond

Whereas I/We son of resident at (and son of resident at claim to be entitled)

(Here state in what capacity claim to the bonds is made) to the Bond(s) specified in the schedule hereunder written and have represented to the Reserve Bank of India, Public Debt Office, that the said Bond(s) has/have been and have applied to the Reserve Bank of India, Public Debt Office, for an inspection of the said Bond(s) and also for all other information and particulars respecting the said Bond(s) and whereas the Reserve Bank of India, Public Debt Office, has agreed to give inspection and to afford to me/us all information and particulars affecting the said Bond(s), I/we oblige myself/ourselves my/our heirs and assigns whatsoever.

(To be omitted if bond taken from one person only) (jointly and severally) to guarantee and defend and relieve the Reserve Bank of India, Public Debt Office, and the Government to the extent of Rs.* from all and any claim, question and expenses which may be raised against or incurred by the Reserve Bank of India, Public Debt Office, or the Government in reference to the said Bond(s).

In witness hereof I/We have subscribed my/our name(s) this day of

Signed by the within mentioned in the presence of

Applicant's Signature,
The Schedule referred to in the foregoing Bond.

*Double the amount of the instalments paid thereon since the respective dates of issue.

(Department of Economic Affairs)

ORDER

New Delhi, the 28th August 1954

S.R.O. 2755.—In exercise of the powers conferred by section 40 of the Reserve Bank of India Act 1934 (II of 1934), the Central Government hereby—

(1) determines that the branches of the Bank at Kanpur and Bangalore shall be branches of the bank for the purpose of the aforesaid section 40;

(2) directs that the following amendment shall be made in each of the under-mentioned notifications, that is to say,—

- (i) notification of the Government of India in the late Finance Department No. F. 6(17-A) FI/47, dated the 19th April, 1947,
- (ii) notification of the Government of India in the late Finance Department No. F. 6(17-B) FI/47, dated the 19th April, 1947,
- (iii) notification of the Government of India in the Ministry of Finance No. S.R.O. 399, dated the 17th March, 1951, and
- (iv) notification of the Government of India in the Ministry of Finance No. S.R.O. 400, dated the 17th March, 1951, namely:—

In each of the said notifications, after the words "or Madras", the words "or at its branch in Kanpur or Bangalore" shall be inserted.

[No. F. 1(40) EFI/54.]

F. C. DHAUN, Dy. Secy,

MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

New Delhi, the 19th August 1954

S.R.O. 2756.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following amendments shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 6-Customs, dated the 18th January 1952, namely:—

In the said notification, for the entries against Serial Nos. 6 and 7 and the entries relating thereto, the following shall be substituted, namely:—

“6. The Collector of Central Excise,
Bombay.

All ports from Bhatkal in the southernmost end to Kolak in the northern end, situated in the State of Bombay except the port of Bombay.

7. The Collector of Central Excise,
Baroda.

All ports situated in the States of Saurashtra and Cutch and all ports north of Kolak situated in the State of Bombay.”

[No. 91.]

S.R.O. 2757.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 5-Customs, dated the 18th January 1952, namely:—

In the said notification for Serial Nos. 9 and 10 and the entries relating thereto the following shall be substituted, namely:—

9. All ports from Bhatkal in the Southernmost end to Kolak in the northern end, situated in the State of Bombay except the port of Bombay.

- (i) The Deputy Collector of Central Excise, Bombay.
- (ii) The Headquarters Assistant to the Collector of Central Excise, Bombay
- (iii) The Assistant Collectors of Central Excise in charge of the Divisions in the Bombay Central Excise Collectorate for Customs ports situated within their respective divisions.

10. All ports situated in the States of Saurashtra and Kutch and all ports north of Kolak situated in the State of Bombay.

The Assistant Collectors of Central Excise in charge of the Divisions in the Baroda Central Excise Collectorate for Customs ports situated within their respective divisions."

[No. 92.]

E. S. KRISHNAMOORTHY, Joint Secy.

CENTRAL EXCISE

New Delhi, the 20th August 1954

S.R.O. 2758.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In Appendix I to the said Rules—

- (i) In column 1 of Form R.G.6(G), Central Excise Series No. 45, under Serial No. 7 the asterisk “*****” against the item “Net Rendement” shall be omitted and inserted against the item “Available sugar per cent”.
- (2) In column 1 of Form R.T.8(C), Central Excise Series No. 76 under Serial No. 9, against the item “Molasses (c)” after the entry “B Light—Brix per cent” the following shall be inserted, namely:—
Purity
“C Heavy—Brix per cent”.
Purity

[No. 35.]

W. SALDANHA, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 17th August 1954

S.R.O. 2759.—In pursuance of sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendment shall be made in its notification No. 32 Income-tax, dated the 9th November, 1946, namely:—

In the Schedule appended to the said Notification under the sub-head “V—West Bengal” after item No. 8 against ‘E—Range, Calcutta’, the following further item shall be added, namely:—

“9. Estate Duty cum Income-tax Circle, Calcutta.”

[No. 49.]

K. B. DEB, Under Secy.

CENTRAL EXCISE COLLECTORATE, BOMBAY

CENTRAL EXCISE

Bombay, the 26th July 1954

S.R.O. 2760.—According to the First Schedule to the Central Excise and Salt Act, 1944, the rate of Excise Duty is leviable per pound on unmanufactured tobacco, Tea and Coffee. It is, therefore, necessary that the weights of these commodities should be expressed in pounds and in decimals of a pound instead of in maunds and seers. I, therefore, in pursuance of Rule 233 of the Central Excise Rules, 1944, issue the following instructions:—

2. The quantity of unmanufactured goods to be shown in Forms D.D. 1 and A.R. 1 should be in the standard pounds as defined in section 3(1) of the

Standards of Weights Act, 1939 (IX of 1939), in addition to seer weight if any licensee shows quantity in the clearance applications in that weight. Weights in Form E.B. 3 and W.R.G. 1 and 2 (Parts I to III) need not be shown in pounds if the dealers buy and sell in terms of maunds and seers.

3. In order to facilitate the conversion of weight expressed in standard maunds and seers into pounds and of pounds into maunds and seers, I enclose two tables which form Appendices I and II to this Instruction. Appendix I furnishes tables for converting standard seers and maunds into standard pounds while Appendix II furnishes tables for converting standard pounds into standard maunds and seers.

4. The Collectorate Instruction No. T/8 of 1946 should now be treated as cancelled.

APPENDIX I

A table for converting standard seers and standard maunds into standard pounds

i. Seers into Lbs. (to nearest 1/100 of a lb.)

Seers	Lbs.	Seers	Lbs.	Seers	Lbs.	Seers	Lbs.
1	2.06	11	22.63	21	43.20	31	63.77
2	4.11	12	24.69	22	45.26	32	65.83
3	6.17	13	26.74	23	47.31	33	67.88
4	8.23	14	28.80	24	49.37	34	69.94
5	10.29	15	30.86	25	51.43	35	72.00
6	12.34	16	32.91	26	53.48	36	74.06
7	14.40	17	34.97	27	55.54	37	76.11
8	16.46	18	37.03	28	57.60	38	78.17
9	18.51	19	39.08	29	59.65	39	80.22
10	20.57	20	41.14	30	61.71	40	82.29

2. Standard Maunds into Lbs. (to nearest 1/100 of a lb.)

Maunds	Lbs.	Munds	Lbs.	Maunds	Lbs.	Maunds	Lbs.
1	82.29	21	1,728.00	41	3,373.71	61	5,019.48
2	164.57	22	1,810.29	42	3,456.00	62	5,101.71
3	246.86	23	1,892.57	43	3,538.29	63	5,184.00
4	329.14	24	1,974.86	44	3,620.57	64	5,266.29
5	411.43	25	2,057.14	45	3,702.86	65	5,348.57
6	493.71	26	2,139.43	46	3,785.14	66	5,430.86
7	576.00	27	2,221.71	47	3,867.43	67	5,513.14
8	658.29	28	2,304.00	48	3,949.71	68	5,595.43
9	740.57	29	2,386.29	49	4,032.00	69	5,677.71
10	822.86	30	2,468.57	50	4,114.29	70	5,760.00
11	905.14	31	2,550.86	51	4,196.57	71	5,842.29
12	987.43	32	2,633.14	52	4,278.86	72	5,924.57
13	1,069.71	33	2,715.43	53	4,361.14	73	6,006.86
14	1,152.00	34	2,797.71	54	4,443.43	74	6,089.14
15	1,234.29	35	2,880.00	55	4,525.71	75	6,171.43
16	1,316.57	36	2,962.29	56	4,608.00	76	6,253.71
17	1,398.86	37	3,044.57	57	4,690.29	77	6,336.00
18	1,481.14	38	3,126.86	58	4,772.57	78	6,418.29
19	1,563.43	39	3,209.14	59	4,854.86	79	6,500.57
20	1,645.71	40	3,291.43	60	4,937.14	80	6,582.86

Maunds	Lbs.	Maunds	Lbs.	Maunds	Lbs.	Maunds	Lbs.
81	6,665·14	86	7,076·57	91	7,488·00	96	7,899·43
82	6,747·43	87	7,158·86	92	7,570·29	97	7,981·71
83	6,829·71	88	7,241·14	93	7,652·57	98	8,064·00
84	6,912·00	89	7,323·43	94	7,734·86	99	8,146·29
85	6,994·29	90	7,405·71	95	7,817·14	100	8,228·75

Maunds,	Lbs.	Maunds.	Lbs.	Maunds.	Lbs.	Maunds.	Lbs.
100	8,228·57	400	32,914·28	700	57,600·00	1000	82,285·71
200	16,457·14	500	41,142·86	800	65,828·57		
300	24,685·71	600	49,371·43	900	74,057·14		

APPENDIX II

A table for converting standard pounds into standard seers and standard maunds.

Lbs.	M. S. T.								
1	0 0 39	18	0 8 60	35	0 17 1	52	0 25 22	69	0 33 43
2	0 0 78	19	0 9 19	36	0 17 40	53	0 25 61	70	0 34 2
3	0 1 37	20	0 9 58	37	0 17 79	54	0 26 2	71	0 34 41
4	0 1 76	21	0 10 17	38	0 18 38	55	0 26 59	72	0 35 0
5	0 2 34	22	0 10 56	39	0 18 77	56	0 27 18	73	0 35 39
6	0 2 73	23	0 11 14	40	0 19 36	57	0 27 57	74	0 35 78
7	0 3 32	24	0 11 53	41	0 19 74	58	0 28 16	75	0 36 37
8	0 3 71	25	0 12 12	42	0 20 33	59	0 28 54	76	0 36 76
9	0 4 30	26	0 12 51	43	0 20 72	60	0 29 13	77	0 37 34
10	0 4 69	27	0 13 10	44	0 21 31	61	0 29 52	78	0 37 73
11	0 5 28	28	0 13 49	45	0 21 70	62	0 30 11	79	0 38 32
12	0 5 67	29	0 14 8	46	0 22 29	63	0 30 50	80	0 38 71
13	0 6 26	30	0 14 47	47	0 22 68	64	0 31 9	81	0 39 30
14	0 6 64	31	0 16 6	48	0 23 27	65	0 31 48	82	0 39 69
15	0 7 23	32	0 15 44	49	0 23 65	66	0 32 7	83	1 0 28
16	0 7 62	33	0 16 3	50	0 24 24	67	0 32 46	84	1 0 67
17	0 8 21	34	0 16 42	51	0 24 63	68	0 33 4	85	1 1 26

86	I 1 64	89	I 3 21	92	I 4 58	95	I 6 14	98	I 7 51
87	I 2 23	90	I 3 60	93	I 5 17	96	I 6 53	99	I 8 10
88	I 2 62	91	I 4 19	94	I 5 56	97	I 7 12	100	I 8 49

[No. T/4-25(9)/46.]

N. L. MEHTA, Collector.

MINISTRY OF COMMERCE AND INDUSTRY
CORRIGENDUM

New Delhi, the 12th August 1954

S.R.O. 2761.—In the 'Schedule of Prices' in the Notification of the Government of India in the Ministry of Commerce & Industry S.R.O. 1030-A dated 30th March 1954, published in the Gazette of India, Extraordinary Part II, Section 3 dated 30th March, 1954,—

1. Under 'Coke Unassorted Tinplates.'
in column 'weight lbs' against 25 x 17 x 50 sh x 24 G for '145' read '146'.
2. Under 'Odd sizes Coke Unassorted Tinplates'
(a) in column 'Size'
(i) against 30 G for 28½ x 14½ read 28½ x 14½
(ii) against 30 G for 28 x 17½ read 28½ x 17½
(iii) against 32·5 G for 27·5/16 x 28½ read 27·5/16 x 23½
(b) in column 'Rate per bo x f.o.r. Works Siding Tatanagar'
(i) against 28½ x 21½ x 112 shx 207 lbs x 31G for 90-8-0 read 91-8-0
(ii) against 29½ x 24½ x 112sh x 212 lb x 32·5G for 100-6-0 read 101-6-0.

C. R. NATESAN,
Iron and Steel Controller.

[No. SC (A)/2(118)/54.]
D. HEJMADI, Under Secy.

New Delhi, the 17th August 1954

S.R.O. 2762.—In exercise of the powers conferred by clause (j) of sub-section (3) of section 4 of the Central Silk Board Act, 1948, the Central Government hereby nominates Shri N. Keshavaiengar as a member of the Central Silk Board to represent labour.

[No. 23(54)-CTB/53.]

New Delhi, the 21st August 1954

S.R.O. 2763.—In exercise of the powers conferred by sub-clause (1) of clause 5 of the Cotton Textiles (Export Control) Order, 1949, the Central Government hereby directs that the following further amendment shall be made in the Notification of the Government of India in the late Ministry of Commerce No. 67-C.W. (25A)/48, dated the 26th March, 1949, namely:—

In sub-paragraph (1) of paragraph 2 of the said Notification, after item (v), the following item shall be added, namely:—

“(vi) the words “shipment samples”, in the case of cloth sent as samples outside India, in accordance with the proviso to sub-clause (1) of clause 30 of the Cotton Textiles (Control) Order, 1948.”

[No. 46(34)-CT(A)/52-22.]

S.R.O. 2764.—In exercise of the powers conferred by section 3 of Essential Supplies (Temporary Powers) Act, 1946, (XXIV of 1946), the Central Government hereby directs that the following further amendment shall be made in the Cotton Textiles (Control) Order, 1948, namely:—

In sub-clause (1) of clause 30 of the said order the following proviso shall be inserted, namely:—

“Provided that nothing in this sub-clause shall apply in respect of cloth sent as samples out of India not exceeding 150 yards in length and the value of which is below Rs. 500 (Rupees five hundred only).”

[No. 9(4)-CT(A)/54-6.]

New Delhi, the 25th August 1954

S.R.O. 2765.—The Central Government hereby notifies the nomination of Shri P. Popli Reddi by the Government of Andhra as a member of the Central Silk Board under clause (g) of sub-section 3 of section 4 of the Central Silk Board Act, 1948.

S. A. TECKCHANDANI, Under Secy.

ORDER

New Delhi, the 24th August 1954

S.R.O. 2766.—In exercise of the powers conferred by section 25 of the Industries (Development and Regulation) Act, 1951 (LXV of 1951), the Central Government hereby directs that the powers exercisable by it under section 18G of the said Act, shall, in relation to the control of supply, distribution and price of cement in the State of Travancore-Cochin, be exercisable also by the State Government of Travancore-Cochin, subject to the condition that no order made by the State Government in the exercise of the powers so delegated shall have effect in so far as such order is repugnant to any order made by the Central Government under the said section 18G.

[No. 11(1)IA(G)/54.]

B. B. SAKSENA, Dy. Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 17th August 1954

S.R.O. 2767.—In exercise of the powers conferred by sub-sections (1) and (2) of section 8 of the Cinematograph Act, 1952 (XXXVII of 1952), the Central Government hereby directs that the following further amendments shall be made in the Cinematograph (Censorship) Rules, 1951, namely:—

In the said Rules—

(a) in *Explanation I* to sub-rule (1) of rule 29, after the words “projecting a film” the words “or a mere change in gauge” shall be inserted;

(b) in the Schedule in Forms III and IV, against the entry “LENGTH OR THE FILM”, wherever such entry occurs in the said Forms, an asterisk mark (*) shall be inserted and the following foot-note shall be inserted at the bottom of each of the said Forms, namely:—

“*In the event of a copy of the film being prepared in a gauge other than that mentioned in the certificate, the certified length shall be deemed to be the corresponding length appropriate to that gauge.”

[No. 5/8/54-FC-C.C.R.A./13.]

D. KRISHNA AYYAR, Under Secy.

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 16th August 1954

S.R.O. 2768.—In exercise of the powers conferred by section 3 of the Electricity (Supply) Act, 1948 (LIV of 1948), and in partial modification of the Notification of the Government of India in the late Ministry of Works, Mines and Power, No. EL-II-1(9), dated the 20th January, 1950, the Central Government hereby appoints Shri M. Hayath, Member, Central Water and Power Commission (Power Wing), as a Member of the Central Electricity Authority, vice Dr. K. P. P. Menon.

[No. EL-II-1(146).]

R. R. BAHL, Dy. Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

New Delhi, the 14th August 1954

S.R.O. 2769.—The following draft of a further amendment in the Calcutta Port Rules, published with the notification of the Government of India in the late War Transport Department No. 9-P(19)/42, dated the 3rd December, 1943, which it is proposed to make in exercise of the powers conferred by sub-section

(1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), is published as required by sub-section (2) of the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 22nd September 1954.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

For rule 69 of the said Rules the following rule shall be substituted, namely:—

"89. Cargo boat crew

(1) Every flat or cargo boat plying in the port shall carry—

(a) when under way, when in tow or when waiting outside the entrance to the Kidderpore or King George's Docks, the crew laid down in sub-rule (2);

(b) when waiting empty at moorings laid for sea-going vessels, the crew laid down in sub-rule (2);

(c) when laid up above Willingdon Bridge, one watchman only.

(2) The crew for a flat or cargo boat—

(i) not exceeding 10 registered tons shall be 2 Dandees
1 Manjhi;

(ii) exceeding 10 tons but not exceeding 55 tons shall be 3 Dandees
1 Manjhi;

(iii) exceeding 55 tons but not exceeding 80 tons shall be 4 Dandees
1 Manjhi;

(iv) exceeding 80 tons but not exceeding 100 tons shall be 5 Dandees
1 Manjhi;

(v) exceeding 100 tons shall be 6 Dandees
1 Manjhi."

[No. 9-PI(154)/54.]

PORTS

New Delhi, the 16th August 1954

S.R.O. 2770.—In pursuance of sub-section (3) of section 6 of the Bombay Port Trust Act, 1879 (Bombay Act VI of 1879), the Central Government hereby publishes the following return received from the Secretary, Bombay Chamber of Commerce, namely:—

Return showing the name of the person elected by the Bombay Chamber of Commerce, Bombay in accordance with the provisions of section 13(1) of the Bombay Port Trust Act, to be a member of the Board of Trustees of the Port of Bombay in the temporary absence of leave out of India of Shri A. Kirkwood Brown.

Date of election	Name of the person	Panel of commercial interests represented
5th August 1954	Shri N. H. G. Grant, Mackinnon Mackenzie & Co. Ltd.	Shipping

[No. 8-PI(187)/54.]

K. NARAYANAN, Under Secy.

(Transport Wing)

New Delhi, the 19th August 1954

S.R.O. 2771.—In exercise of the powers conferred by sub-section (3) of section 1 of the Road Transport Corporations Act, 1950 (LXIV of 1950), the Central

Government hereby appoints the 2nd day of October, 1954, as the date on which the said Act shall come into force in the State of Madhya Bharat.

[No. 28-T(3)/54.]

C. PARTHASARATHY, Dy. Secy.

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 19th August 1954

S.R.O. 2772.—In pursuance of clause (a) of sub-section (1) of section 213B of the Indian Merchant Shipping Act, 1923 (XXI of 1923), the Central Government hereby declares that the Governments of Cambodia, U.S.S.R. and Hayti and the Swiss Federal Council have accepted the Safety Convention as defined in clause (d) of section 213-A of the said Act, that is to say, the Convention for the Safety of Life at Sea signed in London on the tenth day of June, nineteen hundred and fortyeight, as amended from time to time.

[No. 48-MA(5)/53.]

New Delhi, the 24th August 1954

S.R.O. 2773.—In pursuance of section 213B of the Indian Merchant Shipping Act, 1923 (XXI of 1923), the Central Government hereby declares that—

- (a) the Government of Nicaragua and the Swiss Federal Council have accepted the Load Line Convention, as defined in clause (c) of section 213A of the said Act, that is to say, the Convention signed in London on the fifth day of July, nineteen hundred and thirty, for promoting safety of life and property at sea, as amended from time to time; and
- (b) the said Load Line Convention has been applied to the Federation of Malaya.

[No. 42-MA(4)/54.]

S. K. GHOSH, Dy. Secy.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 18th August 1954

S.R.O. 2774.—In exercise of the powers conferred by section 47 of the Indian Railways Act, 1890 (IX of 1890) read with the notification of the Government of India in the late Department of Commerce and Industry, No. 801, dated the 24th March, 1905, the Railway Board hereby directs that the following further amendment shall be made in the General Rules for all open lines of Railways in India administered by the Government, published with the Notification of the Government of India in the late Railway Department (Railway Board) No. 1078-T, dated the 9th March, 1929, namely:—

In the schedule appended to Part III of the said Rules, against entry 32(A) in column No. 3, the following shall be inserted namely:—

“Ammonium Nitrate may also be accepted for transport when packed in double asphalt moisture proof paper bags and polyethelene lined paper bags provided such bags are again enclosed in jute bags.”

[No. 1385-TG.]

RANJIT SINGH, Director.

MINISTRY OF PRODUCTION

New Delhi, the 18th August 1954

S.R.O. 2775.—In exercise of the powers conferred by clause 4 of the Colliery Control Order, 1945, as continued in force by section 17 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the late Department of Industries and Supplies, No. 19, dated the 9th January, 1946, namely:—

In the said notification, under the heading “I. Collieries in Bengal and Bihar” and the sub-heading “(a) Coal” in Note I, after item (IV) of the items relating to “Coals from seams of the Raniganj Series”, the following shall be inserted, namely:—

“All analysis of high moisture coals will be carried out on—72 mesh samples after equilibrating under the conditions given below for 48 hours:

Atmospheric temperature ..	$40^{\circ}\text{C} \pm 2^{\circ}\text{C}$
Relative Humidity ..	$60\% \pm 2\%$

[No. 4-CI(4)/54.]

A. NANU, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi, the 20th August 1954

S.R.O. 2776.—In exercise of the powers conferred by sub-section (1) of Section 4 of the Inflammable Substances Act, 1952 (XX of 1952), the Central Government hereby directs that the following further amendments shall be made in the notification of the Government of India in the late Ministry of Works, Production and Supply No. M-102(43)/51, dated the 31st March, 1952, namely:—

In the Schedule to the said notification—

(a) For entry No. 4 the following entry shall be substituted, namely:—
“The entire State of the Uttar Pradesh”

(b) After entry No. 5 the following entry shall be added, namely:—
(6) The entire State of Delhi.

[No. S&P-II-102(43)/51.]

J. K. ROY, Under Secy.

New Delhi, the 24th August 1954

S.R.O. 2777.—In exercise of the powers conferred by sub-section (2) of section 3 of the Indian Boilers Act, 1923 (V of 1923) and in continuation of the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.R.O. 1203, dated the 7th July, 1952, the Central Government hereby declares that the provisions of the said Act shall not apply in the case of boilers and steam-pipes (not being boilers or steam-pipes in any colliery) which belong to or are under the control of the Dehri Rohtas Light Railway Company Limited, for any period during which Shri R. N. Sarkar, Loco and Carriage Superintendent, Dehri Rohtas Light Railway Company Ltd., discharges the functions of an Inspector under the said Act or during which any other person, who, in the opinion of the Central Government may be duly qualified, is employed by the Dehri Rohtas Light Railway Company, Limited, to perform the duties of an Inspector under the said Act.

[No. BL-301(1)/54.]

M. R. SACHDEV, Secy.

REGISTRAR, JOINT STOCK COMPANIES

NOTICES

Patna, the 30th July 1954

In the matter of the Indian Companies Act VII of 1913 and Darbhanga Match Factory Limited

S.R.O. 2778.—Whereas the Darbhanga Match Factory Ltd., Darbhanga, was duly served with a notice dated the 22nd March, 1954, under section 247(3) of the Indian Companies Act, but has for a period of three months failed to show cause why its name should not be struck off the register kept in this office, I do hereby give notice under section 247(5) of the Act that the name of the company has, this day, been struck off the register, and the company is dissolved.

[No. 544.]

In the matter of the Indian Companies Act VII of 1913 and the Reliance Engineering Works Ltd.

S.R.O. 2779.—Whereas the Reliance Engineering Works Ltd., Hachamba, (Hazaribagh) was duly served with a notice dated the 22nd March, 1954 under section 247(3) of the Indian Companies Act, but has for a period of three months failed to show cause why its name should not be struck off the register kept in this office, I do hereby give notice under section 247(5) of the Act that the name of the company has, this day, been struck off the register, and the company is dissolved.

[No. 545.]

Patna, the 14th August 1954

In the matter of the Indian Companies Act VII of 1913 and Asoka Press Ltd.

S.R.O. 2780.—Whereas the Asoka Press Ltd., Digha, Patna, was duly served with a notice dated the 10th April, 1954 under section 247(3) of the Indian Companies Act, but has for a period of three months failed to show cause why its name should not be struck off the register kept in this office, I do hereby give notice under section 247(5) of the Act that the name of the company has, this day, been struck off the register and the company is dissolved.

[No. 601.]

Patna, the 18th August 1954

In the matter of the Indian Companies Act VII of 1913 and Niwas & Co. Ltd.

S.R.O. 2781.—Whereas the Niwas & Co., Ltd., New Dak Bungalow Road, Patna, was duly served with a notice dated the 22nd March, 1954 under section 247(3) of the Indian Companies Act, but has for a period of three months failed to show cause why its name should not be struck off the register kept in this office, I do hereby give notice under section 247(5) of the Act that the name of the company has, this day, been struck off the register, and the company is dissolved.

[No. 608.]

S. P. SINHA,

Registrar of Joint Stock Companies, Bihar.

Madras, the 11th August 1954

FORM V.

NOTICE PURSUANT TO SECTION 247 (5)

In the matter of the Indian Companies Act, 1913 and the Constitutional Imports & Exports (India) Ltd.

S.R.O. 2782.—With reference to the notice dated 14th April, 1954 published on page 934 of Part II Section 3 of the Gazette of India dated 8th May 1954, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under section 247 (5) of the Indian Companies Act, 1913 been struck off the register.

FORM V.

NOTICE PURSUANT TO SECTION 247 (5).

In the matter of the Indian Companies Act, 1913 and the Chiranjeevi Funds Limited.

S.R.O. 2783.—With reference to the notice dated 14th April, 1954 published on page 934 of Part II Section 3, of the Gazette of India dated 8th May, 1954, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under section 247(5) of the Indian Companies Act, 1913 been struck off the register.

In the matter of Indian Companies Act, 1913 and The Rajinsons Limited.

S.R.O. 2784.—By an order dated 26th day of July, 1954 of the High Court of Madras in O.P. No. 165 of 1954, Rajinsons Limited was ordered to be wound up.

NOTICE PURSUANT TO SECTION 247 (3)

In the matter of the Indian Companies Act, 1913 and John Brothers Limited

S.R.O. 2785.—Whereas communication addressed to the John Brothers Limited at its registered office was replied to the effect that the company is not carrying on business or in operation;

And whereas it appears accordingly that the John Brothers Limited is not carrying on business or is in operation;

Notice is hereby given pursuant to section 247(3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice, the name of the said company will be struck off the register and the said company will be dissolved.

Madras, 13th August 1954

NOTICE PURSUANT TO SECTION 247(3)

In the matter of Indian Companies Act, 1913 and Ranee Films Limited

S.R.O. 2786.—Whereas communications addressed to the Ranee Films Limited at its registered office are returned undelivered by the post office;

And whereas it appears that Ranee Films Limited is not carrying on business or is not in operation.

Notice is hereby given pursuant to section 247 (3) of the Indian Companies Act, 1913, that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

V. V. RANGANATHAN,
Asstt. Registrar of Joint Stock Companies,
Madras.

Jullundur, the 13th August 1954

NOTICE UNDER SECTION 247 (4)

In the matter of Indian Companies Act VII of 1913 and Messrs. R. L. Mago & Company Limited (in Liquidation)

S.R.O. 2787.—Whereas the Messrs. R. L. Mago & Company Limited, Ludhiana, was brought under voluntary liquidation on the 28th October 1949 and Shri Ram Lal, Advocate was appointed its voluntary liquidator. The liquidator did not file the annual statement of accounts with the Registrar for the last several years and the communications addressed to the liquidator and the company were also received back undelivered. There is therefore reasonable cause to believe that no liquidator of the company is acting and accordingly a notice under section 247(4) of the Indian Companies Act 1913 is issued that at the expiration of three months from the date of the notice, the name of the aforesaid company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

[No. 6376.]
DES RAJ NANDA,
Asstt. Registrar, Joint Stock Companies, Punjab.

Tellicherry, 14th August 1954

In the matter of the Indian Companies Act, 1913 and the Oriental Nalikera Industries & General Commerce Ltd.

S.R.O. 2788.—With reference to the notice, dated the 21st April 1954 published on page 936 of the *Gazette of India*, Part II, Section 3, dated the 8th May 1954, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under section 247(5) of the Indian Companies Act, 1913 been struck off the register.

In the matter of the Indian Companies Act, 1913 and New India Manufacturing Company Limited

S.R.O. 2789.—With reference to the notice, dated the 22nd April 1954 published on pages 936 and 937 of the *Gazette of India*, Part II, Section 3, dated the 8th May 1954, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under section 2475 of the Indian Companies Act, 1913 been struck off the register.

In the matter of the Indian Companies Act, 1913 and the Continental Textiles Limited

S.R.O. 2790.—With reference to the notice, dated the 22nd April 1954 published on page 936 of the *Gazette of India*, Part II, Section 3, dated the 8th May 1954, the above company not having shown cause to the contrary within the time fixed, the name of the company has, under section 247 (5) of the Indian Companies Act, 1913 been struck off the register.

K. K. RAMAN,
Asstt. Registrar of Joint Stock Companies,
Tellicherry.

Bombay, the 16th August 1954

In the matter of the Indian Companies Act VII of 1913 and of the Kolhapur-Radhanagari Malvan Via Dajipur Motor Union Limited.

S.R.O. 2791.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of the Kolhapur-Radhanagari Malvan Via, Dajipur Motor Union Limited, has this day been struck off the Register and the said Company is hereby dissolved.

[No. 7263.]

Bombay, the 17th August 1954

In the matter of the Indian Companies Act VII of 1913 and of the Kanara Pharmacies & General Stores Ltd.

S.R.O. 2792.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Kanara Pharmacies & General Stores Ltd., will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 5242.]

In the matter of the Indian Companies Act VII of 1913 and of the Das Engineering Company Limited

S.R.O. 2793.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of the Das Engineering Company Limited, has this day been struck off the Register and the said Company is hereby dissolved.

[No. 5958.]

In the matter of the Indian Companies Act VII of 1913 and of the Wultex (India) Limited

S.R.O. 2794.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Wultex (India) Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 6841.]

In the matter of the Indian Companies Act, VII of 1913 and of the Surmaya Pictures Limited

S.R.O. 2795.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Surmaya Pictures Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 6882.]

In the matter of the Indian Companies Act VII of 1913 and of the New Malad Coal Manufacturing Company Limited

S.R.O. 2796.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of the New Malad Coal Manufacturing Company Limited, has this day been struck off the Register and the said Company is hereby dissolved.

[No. 7038.]

In the matter of the Indian Companies Act, VII of 1913 and of the Bhavsar Printing & Publishing Co. Ltd.

S.R.O. 2797.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Bhavsar Printing & Publishing Co. Ltd., will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

[No. 8340.]

Bombay, the 19th August 1954

In the matter of the Indian Companies Act VII of 1913 and of the Rustom Sons Limited

S.R.O. 2798.—Notice is hereby given pursuant to sub-section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of the Rustom Sons Limited has this day been struck off the Register and the said Company is hereby dissolved.

[No. 5098.]

M. V. VARERKAR,
Registrar of Companies, Bombay.

Madurai, the 17th August 1954

PURSUANT TO SECTION 247(3) OF THE INDIAN COMPANIES ACT, 1913

In the matter of the Indian Companies Act, 1913, and the Tuticorin Dayalbagh Stores Limited.

S.R.O. 2799.—Whereas Communications addressed to the Tuticorin Dayalbagh Stores Limited, is not carrying on business or is not in operation.

Notice is hereby given pursuant to Section 247(3) of the Indian Companies Act, 1913 that unless cause is shown to the contrary before the expiration of 3 months from the date of this notice, the name of the said Company will be struck off the register and the said Company will be dissolved.

D. W. KITTO,

Asstt. Registrar of Joint Stock Companies, Madurai.

Eluru, the 18th August 1954

NOTICE PURSUANT TO SECTION 247(3)

In the matter of the Indian Companies Act, 1913 and "The Bono Shoes Company Limited"

S.R.O. 2800.—Whereas letter dated 14-12-51 received from the Managing Director of the Company has revealed the fact that the Company has not been working.

Whereas it has been requested in the said letter that the name of the Company may be struck off the registers treating it as defunct as there is absolutely no hope of reviving the Company.

And whereas it appears accordingly that the "Bono Shoes Company limited" is not carrying on business or is not in operation.

Notice is hereby given, pursuant to section 247(3) of the Indian Companies Act 1913 that unless cause is shown to the contrary before the expiration of three months from the date of this notice the name of the said company will be struck off the register and the said company will be dissolved.

K. SURYANARAYANA,
Addl. Asst. Registrar, Joint Stock Companies, West Godavari, Eluru.

MINISTRY OF LABOUR

New Delhi, the 17th August 1954

S.R.O. 2801.—In pursuance of sub-paragraph (1) of paragraph 3 of the Coal Mines Provident Fund Scheme published with the Notification of the Government of India in the Ministry of Labour No. PF.15(5)/48, dated the 11th December, 1948, the Central Government hereby nominates Shri B. Sarkar, I.C.S., Commissioner, Burdwan Division, West Bengal, as a member of the Board of Trustees of the Coal Mines Provident Fund constituted by the Notification of the Government of India in the Ministry of Labour No. PF.15(13), dated the 12th April 1950 vice Shri S. K. Haldar, I.C.S. resigned.

[No. PF.4(8)/54.]

TEJA SINGH SAHNI, Under Secy.

New Delhi, the 17th August 1954

S.R.O. 2802.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 12 of the Mines Act, 1952 (XXXV of 1952), the Central Government hereby nominates Shri B. Sarkar, I.C.S., Commissioner of Burdwan Division in West Bengal to act as Chairman of the Mining Board constituted for West Bengal vice Shri S. K. Haldar, I.C.S.

[No. M-43(2)/54.]

New Delhi, the 24th August 1954

S.R.O. 2803.—In exercise of the powers conferred by section 10 of the Coal Mines Labour Welfare Fund Act, 1947 (XXXII of 1947), the Central Government hereby directs that the following further amendment shall be made in the Coal Mines Labour Welfare Fund Rules, 1949, the same having been previously published as required by sub-section (1) of the said section, namely:—

In sub-rule(2) of rule 31A of the said Rules—

- (a) for the words "The owner of each colliery shall maintain", the words "There shall be maintained" shall be substituted; and
- (b) in the proviso, for the words "where several collieries are owned by one owner, the owner may maintain a common main dispensary for all such collieries", the words "a common main dispensary may be maintained for several collieries" shall be substituted.

[No. M-1(10)53.]

S.R.O. 2804 In exercise of the powers conferred by section 83 of the Mines Act, 1952 (XXXV of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour No. S.R.O. 1732, dated the 15th September, 1953, the Central Government hereby exempts the mines, groups of mines, classes of mines, parts of mines, and classes of persons specified in the first column of the Schedule hereto annexed from the operation of those provisions of the said Act which are specified in the corresponding entry in the second column thereof, subject to the conditions, if any, specified in the corresponding entry in the third column thereof.

SCHEDULE

Mines and classes exempted	Provisions from which exemption is granted.	Conditions attached to exemption.
<p>1. Mines of Kankar, Murrum, Laterite, Boulder, Gravel, Shingle, Ordinary Sand, Ordinary Clay (not including Kaolin, Chinaclay, White Clay, or Fire Clay), Building Stone, Road Metal, Earth, Fullers Earth and Limestone. Provided that this exemption shall not apply to—</p> <ul style="list-style-type: none"> (a) The mines specified in Appendix I to this Schedule; (b) Limestone mines in the districts of Shahabad and Jubbulpore; (c) Stone mines in Greater Bombay; (d) Any mine in which workings extend below ground. <p>2. Borings and Oil Wells in the making or operation of which no person is employed below-ground.</p> <p>3. Mines or parts of mines in which excavation is being carried out for prospecting purposes only and not for the purpose of obtaining minerals for use or sale—</p> <p>Provided that—</p> <ul style="list-style-type: none"> (i) not more than 20 persons are employed in or about such excavation; (ii) no part of the excavation extends belowground; and (iii) the depth of the excavation measured from the highest to its lowest point nowhere exceeds 20 feet or in the case of an excavation for coal 50 feet. 	<p>All excepting the provisions contained in Sections 44, 45 and 46.</p> <p>All.</p> <p>All excepting the provisions contained in Sections 44, 45 and 46.</p>	<p>i. The owner, agent or manager of every mine so exempted whether existing or new, shall forward to the District Magistrate, the Chief Inspector and the Director, Indian Bureau of Mines, a report in the form contained in Appendix II to this Schedule as soon as—</p> <ul style="list-style-type: none"> (i) The depth of any open-cast excavation measured from its highest to its lowest point reaches 20 feet; or (ii) the number of persons employed on any day is more than 50; or (iii) explosives are used; and at such times thereafter as the District Magistrate or the Chief Inspector may direct. <p>2. The owner, agent or manager shall permit the Chief Inspector or any person exercising the powers of an Inspector or a person duly authorised in writing in this behalf by a person exercising the powers of an Inspector to enter inspect and examine any mine so exempted at any reasonable time.</p>

Mines and classes exempted	Provisions from which exemption is granted.	Conditions attached to exemption.
4. The following mines in the State of Bihar, namely—		
(i) The Coke Factory of All. the Burakur Coal Company, Ltd., at Loyabadi in the District of Manbhumi;		
(ii) The Coke Factory of All. Barari Coke Company, Ltd., at Kendwadih in the District of Manbhumi;		
(iii) The Coke Factory of All. the Bhowra Coke Company, at Bhowra in the District of Manbhumi;		
(iv) The Coke Factory of All. Lodna Colliery Company, (1920) Ltd., at Lodna in the District of Manbhumi; and		
(v) The Coke Factory belonging to Government of India, Indian Railways Coal Department at Giridih in the District of Hazaribagh.	All.	
5. Stone crushing plants forming part of the mines situated in Greater Bombay wherein ten or more workers are employed or were employed on any day of the preceding twelve months in the crushing and sizing of stone.	All.	
6. Stone mines in the State of Delhi.	The provisions contained in Sections 28, 30, 34, 36 and clauses (d), (e), (f) and (g) of sub-section (1) of Section 48.	
7. Persons employed on the surface in loading or unloading railway wagons and in screening and washing plants.	The provisions contained in Section 36 and clauses (d) and (e) of Section 48 (1).	Provided the exemption from clause (e) of Section 48 (1) shall apply only in respect of the provision requiring the interval of rest to be shown in the register.
8. Women employed on the surface in loading or unloading railway wagons or of sand and in screening and washing plants.	The provisions contained in Section 46.	Provided that no such woman so exempted shall be permitted to be employed in such operations between the hours of 10 P.M. and 5 A.M. and notwithstanding anything contained in Section 30 (2) there shall be an interval of not less than eleven hours between successive period of employment.

Mines and classes exempted	Provisions from which exemption is granted.	Conditions attached to exemption.
9. Attendants employed on surface in power or boiler houses, engine, motor or compressor rooms, winding or hoisting, ventilation or airconditioning, mechanical screening, washing, loading or mineral dressing and separating plants ; banksmen, signalmen, loco drivers, trolleymen and trammers.	Sections 28, 30 (2) and clause (e) of Section 48 (1).	The period of work shall not normally exceed 8 hours in any day.
10. Attendants employed below-ground on continuously operated machinery, haulage engine-drivers, pumpmen, onsetters, signalmen and bellmen.	Section 28 and clause (e) of Section 48 (1).	
11. Persons defined in Rules as holding positions of supervision or management or employed in a confidential capacity.	The provisions contained in Sections 29, 33, 35 and 36.	Provided that the exemption from Section 33 shall not operate to the prejudice of any rights to which such persons may be entitled under the terms of any award, agreement or contract of service.
12. Persons employed in welfare services including pit-head baths, canteens and creches ; in the issuing of food stuffs, in hospitals and dispensaries, in sanitary or conservancy work other than in underground and workshop premises, in " watch and ward ", and clerks, accountants, time-keepers and orderlies on the surface.	All provisions of Chapter VI excepting the provisions contained in sections 44, 45, 46 and sub-sections (1) and (4) of Section 48.	Provided that Section 46 in so far as it prohibits the employment of women except between the hours of 6 A.M. and 7 P.M. shall not apply to women employed in pithead baths, creches and canteens and midwives and nurses employed in hospitals and dispensaries.
13. Persons employed on the surface in seasonal work in tile or brick making, in the construction of housing accommodation, in road making in plying animal, or road transport or passenger vehicles and in domestic services.	All excepting the provisions contained in Sections 44, 45 and 46.	
14. Women employed in health and welfare services, and who in the course of their studies occasionally have to enter the underground workings of a mine for purposes other than manual work.	Section 46, in so far as it prohibits the employment of women belowground.	Every such woman before entering the underground workings shall be in possession of a pass granted by the manager which shall show the date or dates and the hours between which she is permitted to be present underground.

APPENDIX I

[See Clause (a) of proviso to entry I in first column of Schedule].

Sl. No.	Name of Mine	Name of Owner	Situation		
			Village	Sub- Division	District
1	2	3	4	5	6

ANDHRA*Limestone Mines*

1. Buggapalli . . .	Haji Sheikh Meeran Sahib,	Dhone . . .	Dhone . .	Kurnool.
2. Konnuppalapad . . .	Buckingham and Carbonatic Co., Ltd.	Konnuppalapad	Tadiparti . .	Anantapur.
3. Sitharampuram . . .	Associated Cement Cos. Ltd.	Sitharampuram	Gurzalla Taluk.	Guntur.
4. Kaza . . .	Do. . .	Kaza . . .	Guntur . .	Guntur.
5. Nadikudi . . .	Andhra Cement Co. Ltd.	Nadikudi . . .	Dochapatti . .	Guntur.

ANDHRA*Stone Mines*

1. Karithipalamala . . .	E.K. Venkatesan . . .	Betamcherla (Panchayet Forest).	Dhone Taluk.	Kurnool.
2. Narasinhala konda . . .	Collector, Nellore . . .	Nellore . . .	Nellore . .	Nellore.
3. Agra haram (S. No. 11) . . .	Dorbalapeda Venkatahashtri.	Kolankonda . . .	Mungalgiri . .	Guntur.
4. Kolankonda (S. No. 12). . .	Southern Railway . . .	Do. . .	Do. .	Do.
5. Kolankonda . . .	Public Works Department, Krishna Western Division.	Do. . .	Do. .	Do.
6. Kolankonda . . .	District Board, Guntur . . .	Do. . .	Do. .	Do.
7. Tadepalli . . .	Do. . .	Tadepalli . .	Do. .	Do.
8. Tadepalli and Sitanagaram. . .	Public Works Department, Krishna Western Division.	Do. . .	Do. .	Do.
9. Sitanagaram (S.No. 344/6). . .	Do. . .	Sitanagaram . .	Do. .	Do.
10. Tadepalli . . .	Municipal Council, Tanali.	Tadepalli . .	Do. .	Do.
11. Mogalrajpuram . . .	Government of Andhra in the Public Works Department.	Mogalrajpuram . .	Vijaywada Taluk.	Krishna.
12. Ibrahimpatnam Group of Mines. . .	Government of Andhra in the Revenue Department.	Ibrahimpatnam . .	Do. .	Do.
13. Ibrahimpatnam Group of Mines. . .	Government of Andhra in the Forest Department.	Do. . .	Do. .	Do.
14. Gunadala . . .	National Quarry Workers' Co-operative Central Society Limited.	Gunadala . .	Do. .	Do.
15. Katheru . . .	A. Lakshmanaswamy Naidu and others.	Katheru . .	Rajamundry . .	East Godavari.
16. Katheru (3 quarries). . .	Engineers and Traders Limited.	Do. . .	Do. .	Do.
17. Katheru . . .	Isukappalli Gangaraju	Do. . .	Do. .	Do.
18. Katheru . . .	Godireddy Narasinha Rao.	Do. . .	Do. .	Do.

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ANDHRA—contd.*Stone Mines—contd.*

19.	Katheru . . .	Polisetty Laksmia . . .	Kathera . . .	Rajamundry . . .	East-Godavari
20.	Katheru . . .	Pasamu Raja Rao . . .	Do. . .	Do. . .	Do.
21.	Katheru . . .	Sheikh Dadasahib . . .	Do. . .	Do. . .	Do.
22.	Katheru (2 quarries).	Sm. Korasika Kamma-garu.	Do. . .	Do. . .	Do.
23.	Katheru . . .	Padala Krishniah . . .	Do. . .	Do. . .	Do.
24.	Katheru . . .	Akula Satyam . . .	Do. . .	Do. . .	Do.
25.	Katheru . . .	Kalidindi Subbaraju . . .	Do. . .	Do. . .	Do.
26.	Katheru . . .	Isukapalli Vecrama . . .	Do. . .	Do. . .	Do.
27.	Katheru (2 quarries)	Akula Krishnamurthy . . .	Do. . .	Do. . .	Do.
28.	Katheru . . .	Adi Andhra Co-operative Society Ltd.	Do. . .	Do. . .	Do.
29.	Katheru . . .	Sagaraja Ramraju . . .	Do. . .	Do. . .	Do.
30.	Katheru . . .	Nudrogada Satyanarayana.	Do. . .	Do. . .	Do.

WEST BENGAL*Clay Mines*

1.	Gopinathpur . . .	Nirode Baran Roy . . .	Durgapur . . .	Asansol . . .	Burdwan
2.	Raniganj No. 1 . . .	Burn and Company Ltd.	Ronai . . .	Do. . .	Do.
3.	Raniganj No. 2 . . .	Burn and Company Ltd.	Baktarnagar . . .	Do. . .	Do.
.	Raniganj No. 3 . . .	Burn and Company Ltd.	Ronai . . .	Do. . .	Do.
5.	Raniganj No. 6 . . .	Burn and Company Ltd.	Bansara . . .	Do. . .	Do.

Stone Mines

1.	Maharaja's stone Mines. . .	Maharaja of Kassimbazar.	Bahadurpur, Chandannagar and Lakshmanpur.	Rampurhat . . .	Birbhum.
2.	Gopalpur . . .	S. G. Bose . . .	Rajagaoon . . .	Do. . .	Do.
3.	Sundarpahari . . .	D. R. Kapur . . .	Sundarpahari . . .	Asansol . . .	Burdwan.

BIHAR*Limestone Mines*

1.	Bundu . . .	Karanpura Development Co., Ltd.,	Bundu . . .	Hazaribagh . . .	Hazaribagh.
2.	Ray-Dundu . . .	National Cement, Mines and Industries Limited.	Ray-Dundu . . .	Ranchi . . .	Ranchi.
3.	Khulari . . .	Associated Cement Cos. Ltd.	Khulari . . .	Do. . .	Do.
4.	Pusalata and Govindpur.	Porhat Stone Lime Co.	Pusalata and Govindpur.	Chakradharpur	Singhbhum
5.	Dumbari . . .	Rameshwar Prasad Chowdhury.	Dumbari . . .	Chaibassa . . .	Do.
6.	Rajanka . . .	Associated Cement Companies Limited.	Rajanka . . .	Do. . .	Do.

Stone Mines.

1.	Salceempur . . .	J.N. Mukherjee . . .	Saleempur . . .	Bhagalpur . . .	Bhagalpur.
2.	Karjara . . .	Eastern Railway . . .	Karjara . . .	Gaya . . .	Gaya.
3.	All excavations of stone in the Manpur, Manpur-Abgilla, Garey, Ramshilla and Pretshilla hills.	Manpur-Abgilla, Garey, Ramshilla, & Pretshilla.	Manpur, Manpur-Abgilla, Garey, Ramshilla, & Pretshilla.	Do. . .	Do.

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BIHAR—contd.**Stone Mines—contd.**

4. Pirpahar . . .	North Eastern Rail-way.	Sukhurpur . . .	Monghyr . . .	Monghyr
5. Girhindia . . .	Sahdeo Singh . . .	Girhindia . . .	Do. . .	Do.
6. Dhaodand . . .	Government of Bihar . . .	Dhaodand . . .	Sasaram . . .	Shahabad.
7. Barhaiyabagh . . .	Eastern Railway . . .	Barhaiyabagh . . .	Do. . .	Do.
8. Tarachandi . . .	Seth Isar Das . . .	Tarachandi (Sikaria). . .	Do. . .	Do.
9. Sikaria . . .	Seth Premchand . . .	Sikaria . . .	Do. . .	Do.
10. Sikaria . . .	Jaimangal Singh . . .	Tarachandi . . .	Do. . .	Do.
11. Kanchanpur . . .	Khublal . . .	Kanchanpur . . .	Do. . .	Do.
12. Burhan . . .	Rohitas Quarries Ltd. . .	Burhan . . .	Do. . .	Do.
13. Faizpur . . .	Shevak Lall . . .	Karwania . . .	Do. . .	Do.
14. Amra & Amri . . .	Jaimangal Singh . . .	Amra & Amri . . .	Do. . .	Do.
15. Amari Hill . . .	Suraj Balli Sinha & Sachhidananda Sinha. . .	Amari Hill . . .	Do. . .	Do.
16. Kendadih . . .	Tata Iron & Steel Co. Ltd. . .	Galudih . . .	Jamshedpur . . .	Singhbhum
17. Bhairabpur(Quarry No 2). . .	A. N. Mukherjee . . .	Bhairabpur . . .	Do. . .	Do.
18. Bhairabpur . . .	James H. Hartley . . .	Narsinghgarh . . .	Do. . .	Do.
19. Pawrah Narsinghgarh. . .	K. B. Das . . .	Narsinghgarh . . .	Do. . .	Do.
20. Jojobera . . .	Tata Iron & Steel Co. Ltd. . .	Jojobera . . .	Do. . .	Do.
21. Nildih . . .	Indian Construction Co. Ltd. . .	Nildih . . .	Do. . .	Do.
22. Sanjai . . .	Tata Iron & Steel Co. Ltd. . .	Sanjai . . .	Kharsawan & Serai-kela. . .	Do.
23. Araji-Khaprajola and Kolhajora. . .	Seth Lilaram . . .	Araji-Khaprajola and Kolhajora. . .	Pakur . . .	Santal Parganas.
24. Baghajuli and Monjurcola. . .	J. N. Banerjee & Co. . .	Baghajuli . . .	Do. . .	Do.
25. Baghajuli . . .	Eastern Stone Company. . .	Do. . .	Do. . .	Do.
26. Baghajuli . . .	K. D. Gupta . . .	Do. . .	Do. . .	Do.
27. Baghajuli and Ghorapahari. . .	H. K. Mukherjee . . .	Baghajuli and Ghorapahari. . .	Do. . .	Do.
28. Baghajuli . . .	Pakurjam Stone Company. . .	Baghajuli . . .	Do. . .	Do.
29. Baghajuli and Manjurcola. . .	Raghbir Prasad & Bros. . .	Baghajuli and Manjurcola. . .	Do. . .	Do.
30. Baghajuli . . .	Maharaja of Kassim-Bazar Stone Works. . .	Baghajuli . . .	Do. . .	Do.
31. Baghajuli . . .	A. Sarkar & Company . . .	Do. . .	Do. . .	Do.
32. Ghorapahari . . .	All India Stone Company. . .	Ghorapahari . . .	Do. . .	Do.
33. Ghorapahari . . .	Pakur Stone Supply Company. . .	Do. . .	Do. . .	Do.
34. Ghorapahari . . .	Cunliffe and Martin . . .	Do. . .	Do. . .	Do.
35. Baghajuli . . .	Laljiram Raghubandan Prasad. . .	Do. . .	Do. . .	Do.
36. Ghorapahari . . .	Pakur Stone Company . . .	Do. . .	Do. . .	Do.
37. Ghorapahari . . .	Raghbir Prasad & Bros. . .	Do. . .	Do. . .	Do.
38. Ghorapahari . . .	Pakurjam Stone Company. . .	Do. . .	Do. . .	Do.
39. Ghorapahari . . .	Seth Toomall . . .	Do. . .	Do. . .	Do.
40. Jharnatola . . .	H. K. Mukherjee . . .	Jharnatola . . .	Do. . .	Do.

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BIHAR—*contd.***Stone Miners—*contd.***

				Pakur	Santal Parganas
41.	Kolajora	H. K. Mukherjee	Kolajora	.	
42.	Mahulan	Kumar G. C. Pandey	Mahulan	Do.	Do.
43.	Mahadebpur	H. K. Mukherjee	Mahadebpur	Do.	Do.
44.	Malpahari	B. N. Paul & M. N. Dey.	Malpahari	Do.	Do.
45.	Malpahari	Behar Stone & Sup- ply Co.	Malpahari	Do.	Do.
46.	Malpahari	Gyanendra Nath Ba- nerjee.	Malpahari	Do.	Do.
47.	Malpahari	B. B. Chatterjee & Sons.	Do.	Do.	Do.
48.	Malphari	Chatterjee Shaw & Co.	Do.	Do.	Do.
49.	Malpahari	K. C. Ghosh & Co.	Do.	Do.	Do.
50.	Malpahari	H. K. Mukherjee	Do.	Do.	Do.
51.	Malpahari	Netram Sagarmall	Do.	Do.	Do.
52.	Malpahari	Pakur Stone Company	Do.	Do.	Do.
53.	Mungalpara	Pakur Stone Company	Mangalpara	Do.	Do.
54.	Manjurcola	B. B. Chatterjee & Sons.	Majorcola	Do.	Do.
55.	Manjurcola	Chatterjee Chakra- varty.	Manjurcola	Do.	Do.
56.	Manjurcola	Netram Sagarmall	Do.	Do.	Do.
57.	Baghajuli and Manjurcola.	Seth Khia Mall	Baghajuli and Manjurcola.	Do.	Do.
58.	Matara	Netram Sagarmall	Matiara	Do.	Do.
59.	Murgadanga	Ramanda Raghu- nath Misir	Murgadanga	Do.	Do.
60.	Pathrapara	H. K. Mukherjee	Pathrapara	Do.	Do.
61.	Pipuljhuri	Pakur Stone Company	Pipuljhuri	Do.	Do.
62.	Pipuljhuri and Arajikhaprajola.	Kumar G. C. Pandey	Pipuljhuri and Arajikhapra- jola.	Do.	Do.
63.	Ranikola	H. K. Mukherjee	Ranikola	Do.	Do.
64.	Sonajuri	H. K. Mukherjee	Sonajuri	Do.	Do.
65.	Bankudih Chota Bonapara.	Gurudeo Singh	Bankudih	Rajmahal	Do.
66.	Bankudih	Sha Muhammad Bis- was.	Bankudih	Do.	Do.
67.	Bindubasini Hill	Eastern Railway	Jhumarbag	Do.	Do.
68.	Boghaphahar	Birendra Nath Saha	Boghaphahar	Do.	Do.
69.	Bara Betona	Birendra Nath Saha	Bara Betona	Do.	Do.
70.	Chalpashar Paktori Pahar.	Eastern Railway	Paktori Pahar	Do.	Do.
71.	Chowki Pahar	A. S. Apcer	Chowkipahar	Do.	Do.
72.	Gedaitongi	Seth Sundar Prasad	Gedaitongi	Do.	Do.
73.	Gumapahar	Gurudeo Singh	Gumapahar	Do.	Do.
74.	Gangupara	Keshab Chandra Ba- nerjee.	Gangapura	Do.	Do.
75.	Madia	Harinath Das	Madia	Do.	Do.
76.	Maharajpur Ha- inkole.	T. S. Samanta	Dudhkole	Do.	Do.
77.	Malitoke	Eastern Railway	Malitoke	Do.	Do.
78.	Pathria Balapokhar	J. N. Mukherjee	Pathria Bala- pokhar.	Do.	Do.
79.	Rangatola, Harin- kole and Sarwa- pur.	K. K. Mukherjee Brothers.	Rangatola and Harinkole.	Do.	Do.
80.	Sahibganj (Block No. 1) or Ma- harajpur.	Birendra Nath Saha	Motijharna	Do.	Do.
81.	Sahibganj (Block No. 2).	J. N. Mukherjee	Bhagiemari	Do.	Do.

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BIHAR—contd.*Stone Mines—contd.*

82. Sahibganj (No. 3).	(Block	Sital Prasad Marwari	Adro Bedo,	Rajmahal	Santal Parganas.
83. Sahibganj (No. 4).	(Block	Sital Prasad Marwari	Golbandha	Do.	Do.
84. Sitapahar bona.	Patni-	Nanji Mowji . . .	Sitapahar and Patnibona.	Do.	Do.
85. Sitapahar toke.	Mcli-	Sardar Kartar Singh	Malitoke	Do.	Do.
86. Surajpahar (Mali-toke).	(Mali-	Gurudeo Singh	Malitoke	Do.	Do.
87. Taljhari (old la- terite quarry).		Parmanand Marwari	Khairboni	Do.	Do.
88. Bodma		A. V. Sam	Bodma	Jamtara	Do.
89. Tinpahar		Chatterjee Shaw & Co.	Tinpahar	Rajmahal	Do.
90. Tinpahar		Seth Teomal	Tinpahar	Do.	Do.
91. Pirpahar		Rajshahi Stone and Coal Agency.	Dargadanga	Do.	Do.
92. Tinpahar		Do.	Tinpahar	Do.	Do.
93. Dhanghara		Shivanand Shivamay Co.	..	Pakur	Do.
94. Durgapur		Do.	..	Do.	Do.
95. Ghorapahari		Seth Teomal	Ghorapahari	Do.	Do.
96. Tinpahar		Shivanand Shivamay & Co.	Tinpahar	Rajmahal	Do.
97. Damadama		Lokenath Stone Works	Damadama	Pakur	Do.
98. Damadama		Vivekanand Stone Works.	Do.	Do.	Do.
99. Gumpahar		Nanji Mowji . . .	Banapahar	Rajmahal	Do.
100. Murgadanga		Gurdeo Singh & Sons	Murgadanga	Pakur	Do.
101. Kalajore		Memraj Mull and Horda Mull.	Kalajore	Do.	Do.
102. Barharwa		Eastern Railway	Barharwa	Do.	Do.
103. Kumarpur		Pakur Stone Company	Kumarpur	Do.	Do.
104. Tinpahar		Srikrishna Pathak	Tinpahar	Do.	Do.
105. Salagoria		Gurdeo Singh & Sons	Salagoria	Do.	Do.
106. Baghajuli		Bhagwandas Chanchaldas.	Baghajuli	Do.	Do.
107. Baghajuli		B. R. Industries Ltd.	Do.	Do.	Do.
108. Malpahari, Gho- rapahari and Kusundanga.		Pakur Quarries Limited.	Malpahari	Do.	Do.
109. Malpahari and Manjurkola.		A. Sarkar & Com- pany.	Do.	Do.	Do.

BOMBAY*Clay Mines*

1. Gulabchand Hemraj.	Nandlal and Rukminibai (widow of Ku-shabhai.)	Handinbal	Honavar	North Kanara.
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Limestone Mines

1. Sevalia	Associated Cement Cos. Ltd.	Bir-ki-Mohady	Balasinor	Kaira.
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Stone Mines

1. Morthala	Jeewan & Sons	Morthala, Akra & Pandura	Abu Road	Banas-kantha.
2. Udalpur	S. I. Works Quarry Ltd.	Udalpur	Sevalia	Baroda.
3. Sevalia	Western Railway	Sevalia	Thusra	Kaira.
4. Sevalia	Tribhubandas Harji	Sevalia	Do.	Do.
5. Dekor (Jaklarka-handi).	Western Railway	Ralchial, Ja-kbad and Kalscar.	..	Do.

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BOMBAY—contd.*Stone Mines—contd.*

6. Saryanarin . . .	Ramanlal Ambalal Timba Road . .	Godhra	Panch Mahals.
7. Jai Hind . . .	Vithalbhai Chotabhai Do. Patel & Others.	Do.	Do.
8. Orwad . . .	R. Desai & Co. . .	Orwad . .	Bulsar
9. Khadi . . .	Chandulal Lalji Shah . .	Khadki . .	Do. Do.
10. Motiwada . . .	Pragji Mithubhai Patel.	Motiwada . .	Do. Do.
11. Motiwada . . .	Laxmi Narain Quarry Works.	Do.	Do. Do.
12. Motiwada . . .	Govardhanbhai Muljibhai Patel.	Do.	Do. Do.
13. Ratlao . . .	Western Railway . .	Ratlao . .	Do. Do.
14. Orwad . . .	Chandulal Lalji Shah . .	Orwad . .	Do. Do.
15. Khadki . . .	Sardar Stone Ltd. . .	Khadki . .	Do. Do.
16. Udwada . . .	Dhanraj J. Parmar & Hirralal R. Shah.	Udwada . .	Do. Do.
17. Kachora . . .	Central Railway . .	Kachora . .	Kalyan
18. Bhaiwada . . .	Bombay Stone Quarries . .	Bhaiwada . .	Thana Do.
19. Virar . . .	Western Railway . .	Virar . .	Besscin Do.

DELHI*Stone Mines.*

1. Mochibagh . . .	Lala Sadhu Mall . .	Mochibagh . .	Delhi	Delhi.
2. Jhandewala . . .	Public Works De- partment.	Jhandewala Estate.	Do.	Do.
3. Idgah No. 1 . . .	Do.	Do.	Do.	Do.
4. Idgah No. 1 . . .	Mutwali Idgah-Mian Jamil-tu-Rahman.	Delhi . .	Do.	Do.
5. Idgah No. 2 . . .	Public Works De- partment and Delhi Municipal Committee.	Delhi Municipality.	Do.	Do.
6. Bagh Mochi . . .	Public Works De- partment.	Arakpur Bagh Mochi.	Do.	Do.
7. Mutiny Memorial Road. . .	Sunjhari Nath . .	Notified Area Delhi.	Do.	Do.
8. Rattiawali . . .	Ch. Sada Ram . .	Sadhaura Khurd	Do.	Do.
9. Rattiawali . . .	Mst. Pholla . .	Do.	Do.	Do.
10. Rattiawali . . .	Ch. Ram Kishan . .	Do.	Do.	Do.
11. Rattiawali . . .	Ch. Ram Singh . .	Do.	Do.	Do.
12. Rattiawali . . .	Ch. Bhagwan Das . .	Do.	Do.	Do.
13. Rattiawali . . .	Ch. Jagdish Prashad . .	Do.	Do.	Do.
14. Rattiawali . . .	Tara Chand . .	Do.	Do.	Do.
15. Rattiawali . . .	Mst. Sukh Devi . .	Do.	Do.	Do.
16. Rattiawali . . .	Proprietary body of the Khampur Raya village.	Khampur Raya	Do.	Do.

HYDERABAD*Limestone Mine*

1. Bankur (Shahabad) Associated Cos. Ltd.	Cement	Bankur . . .	Chitapur . .	Gulbarga.
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MADHYA BHARAT*Limestone Mines*

1. Kailaras . . .	Associated Cos. Ltd.	Cement	Kailaras . .	Sahalgarh	Motrena.
2. Semai . . .	Do.	Occhan . .	Do.	Do.	Do.

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MADHYA PRADESH—contd.*Clay Mines.*

1. Chuhi Clay and Silica Quarry (212 acres).	V.M. Kulkarni .	Churoaitolla .	Jabalpur	Jabalpur.
2. Lamehaghat .	Burn & Co. Ltd.,	Lamehtaghat .	Do.	Do.
3. Garaha .	Shree Onama Glass Works Ltd.	Garaha .	Do.	Do.
4. Sudiary .	Associated Cement Cos. Ltd.	Tikuri .	Katni	Do.
5. Bhagwanwara (70.40 acres).	Do.	Bhaganwara .	Sihora	Do

Fuller's Earth Mine

1. Tikuria .	G.H. Cook & Sons .	Tikuria .	..	Jabalpur.
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Limestone Mines

1. Baraduar .	Tata Iron & Steel Co., Ltd.	Chittapindaria .	Janjir Deragarh and Bel-hadiyah.	Bilaspur.
2. Paraghat .	Jairam Valjee .	Parsoda & Khaira.	..	Do.
3. Latiya .	R.S. Jairam Valjee .	Latiya (P. C. No. 180).	Janjir	Do.
4. Latiya .	R.S. Mulji Jagmal .	Do.	Do.	Do.
5. Pakariya .	Arjun Purohit .	Pakaria, (P.C. No. 180).	Do.	Do.
6. Domarpura .	S.K. Mukherjee .	Domarpura .	Do.	Do.
7. Domarpura .	Chota Nagpur Forest Syndicate Ltd.	Do.	Do.	Do.
8. R. S. Hiralal Shamji's Limestone quarry.	R. S. Hiralal Shamji .	Biladih .	Sakti	Raigarh.
9. Wanjari (Survey Nos. 107 and 108).	M.D'Costa .	Wanjari .	Wun	Yeotmal.
10. Wanjari (Survey No. 108).	J. D'Costa .	Do.	Do.	Do.
11. Wanjari (Survey No. 134).	J. D'Costa .	Do.	Do.	Do.
12. Wanjari (Survey Nos. 110 & 114).	J. D'Costa .	Do.	Do.	Do.
13. Wanjari (Survey Nos. 93 & 97). & Bros.	A. H. Wasudcorao .	Do.	Do.	Do.
14. Wanjari (Survey No. 134).	Leban Leyland Limited	Do.	Do.	Do.
15. Wanjari (Survey No. 108).	E. DeFigurido .	Do.	Do.	Do.
16. Wanjari (Survey No. 107).	J. M. Stevens .	Do.	Do.	Do.
17. Wanjari (Survey Nos. 113 and 128).	G.M. Dafde .	Do.	Do.	Do.
18. Majra (Survey No. 39).	J. D'Costa .	Majra .	Do.	Do.
19. Majra (Survey No. 40).	J. D'Costa .	Do.	Do.	Do.
20. Majra (Survey No. 39).	Sm. Sanubai Ganpat-rao Talenker.	Do.	Do.	Do.
21. Majra (Survey No. 40).	Do.	Do.	Do.	Do.

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MADHYA PRADESH—concl.*Limestone Mines—contd.*

22.	Majra (Survey No. 41).	Sm. Sanubai Ganpat- rao Talenkar.	Majra	Wun	Yeotmal
23.	Sonapur (Survey No. 16).	F. X. Rebello . . .	Sonapur .	Do.	Do.
24.	Sonapur (Survey No. 13).	Do.	Do.	Do.	Do.
25.	Sonapur (Survey Nos. 15 & 16).	Do.	Do.	Do.	Do.
26.	Sonapur (Survey No. 32).	Shekani Lime Works	Do.	Do.	Do.
27.	Sonapur (Survey Nos. 3, 4, 14 & 33).	Do.	Do.	Do.	Do.
28.	Sonapur (Survey Nos. 2 and 32).	Issa Noor Mohd.	Do.	Do.	Do.
29.	Nagla (Survey No. 6).	F. X. Rebello . . .	Nagala .	Do.	Do.
30.	Gowaral (Survey No. 25).	B. H. Damle . . .	Gawaral .	Do.	Do.
31.	Sonapur . . .	Habib Dada Chanawala	Sonapur .	Do.	Do.
32.	Rajur . . .	Sm. Sanubai Ganpat- rao Talenkar.	Rajur .	Wani	Do.

Sand Mine

1.	Churhai Taria (2.5 acres).	Shree Ojama Glass Works Ltd.	Garaha .	Jabalpur	Jabalpur.
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Stone Mines

1.	Paras . . .	Central Railway	Paras . . .	Balapur	Akola (Berar).
2.	Katepurna . . .	Do.	Katepurna . . .	Murtizapur	Do.
3.	Wai . . .	Do.	Wai . . .	Chandur	Amraoti.
4.	Konda Malla . . .	Rajawasta (Contractor)	Konda . . .	Bhandek	Chanda.
5.	Borkhedi . . .	Central Railway	Borkhedi . . .	Nagpur	Nagpur.
6.	Salbardi Paras . . .	Dulekhan . . .	Salbardi . . .	Multai	Betul.

MADRAS*Clay Mine*

1.	Nileshwar . . .	C. Samuel Aaron . . .	Pudukalai . . .	Puttur	South Kanara.
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Limestone Mines

1.	Kalakudi . . .	Dalmia Cement Co. Kalakudi Ltd.	Lalgudi . . .	Tiruchirapalli.
2.	Kovandakurichi . . .	Dalmia Cement (Bharat) Kovandakurichi Ltd.	E. . .	Do.
3.	Talaiyuthu . . .	Indian Cement Ltd. Talaiyuthu . . .	Tirunalveli	Tirunalveli.
4.	Ramayyanpatti . . .	S. N. N. Sankaralinga Ramayyanpatti Iyer.	Do.	Do.
5.	Sankaridrug . . .	Methur Chemical & Industrial Corp. (27-83 acres) Ltd.	IVam Ivali	Tiruchangodā Salem.
6.	Madukkarai . . .	Coimbatore Cement Madukkarai Co. Ltd.	Coimbatore	Coimbatore.

Stone Mines

1.	Pallavaram . . .	Madras Corporation . . .	Pallavaram . . .	Saidapet Taluk.	Chengalpet.
2.	Pallavaram No. 3 . . .	Cantonment Authority . . .	St. Thomas Mount and Pallavaram.	Do.	Do.
3.	Pallavaram . . .	Mahdi Hussain Khan . . .	Pallavaram . . .	Do.	Do.

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MADRAS—contd.					
<i>Stone Mines—contd.</i>					
4. Trisulam	Madras Port Trust	Trisulam	Taluk	Chengalpet	
5. Thattankunu Meonambakam	Garrison Engineer, Military Department	Do. . . .	Do. . . .	Do. . . .	
6. Pakkam	Southern Railway	Pakkam	Madurantakum Taluk. . . .	Do. . . .	
7. Kacheri Mullai	Parthasarathi Pillai	Pallavaram	Saidpet Taluk. . . .	Do. . . .	
[8. All quarries in Zamin Hill, Chengalpet. . . .	District Collector, Zamin Hill	Zamin Hill	Do. . . .	Do. . . .	
9. Paranur No. 209	Southern Railway	Tirrukoyilur	South Arcot. . . .	
10. Vayalur (S. No. 155-2 B)	V. Mathu	Vayalur	Vriddachalam Taluk. . . .	Do. . . .	
11. Vayalur (S. No. 155)	Government of Madras in the Revenue Department. . . .	Do. . . .	Do. . . .	Do. . . .	
12. Tiruvakkarai & Nemali. . . .	Do. . . .	Tiruvakkarai & Nemali. . . .	Tirumdivanam	Do. . . .	
13. Siruvakkur and Kalpathu. . . .	Do. . . .	Siruvakkur & Kalpathu. . . .	Villipuram	Do. . . .	
14. Mologupparai	Military Department	Tiruchirapalli	Tiruchirapalli	Tiruchi- palli. . . .	
15. Sanipparai	Southern Railway	Edamalapet	Do. . . .	Do. . . .	
16. Kuthimalai	G. S. Guandikam Pillai. . . .	Pirathiyur	Do. . . .	Do. . . .	
17. Khajamalaipatti (S. F. 178). . . .	Gunna J. Krishnan & Bros. . . .	Abhishekapuram	Do. . . .	Do. . . .	
18. Palamatti	S. N. Ramasubramanya Ayyar,	Pirathiyur	Do. . . .	Do. . . .	
19. Thuvakudi (S. F. 593). . . .	Shivashankar Unnayathurian and N. Manikam Pillai. . . .	Thuvakudi	Do. . . .	Do. . . .	
20. Mulagupparai (S.F. 43). . . .	A.M. Jainullabuddin	Abhishekapuram	Do. . . .	Do. . . .	
21. Veli	Southern Railway	Veli (Between miles Q508/10 &Q509/1).	Tirunelveli. . . .	
22. Mile Q 460/16-17, Q461/0-2&Q461/16-19. . . .	Do. . . .	Between Kothakuru and Ez-hukone Station (Shencottah Quillon Section).	Do. . . .	
23. Vadamalapuram	Do. . . .	At mile Q 3918-9 on Tenkasi Chord line. . . .	Kovilpatti	Do. . . .	
24. Iringal Amsem	Do. . . .	Iringal	Kurumbanad. . . .	Malabar. . . .	
mysore					
<i>Stone Mines</i>					
1. Sonnahalli(Quartz)	Mysore Glass and Anamel Works Limited. . . .	Sonnahalli	Bangalore Taluk. . . .	Bangalore	
2. Billikalbetta, (Quartz). . . .	Mysore Iron & Steel Works. . . .	Hunasekatte	Bhadravati Taluk. . . .	Shomoga. . . .	
ORISSA					
<i>Limestone Mines.</i>					
1. Panposh (Dolomite)	Tata Iron & Steel Co. Ltd. . . .	Panphosh	Panposh	Sundergarh. . . .	
2. Birmitrapur (Dolomite).	Bista Limestone Co. Ltd. . . .	Birmitrapur	Do. . . .	Do. . . .	
3. Hatibari	Tata Iron & Steel Co. Ltd. . . .	Karkatanara	Do. . . .	Do. . . .	
4. Lanjiberna	Orissa Cement Ltd. . . .	Lanjiberna	Sundergarh	Do. . . .	

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PATIALA AND EAST PUNJAB STATES UNION

Limestone Mine

1. B. C. W. Malla . . .	Patiala Cement Co. Ltd.	Malla . . .	Kandaghat	Kandaghat
2. Dhani Bathutha . . .	Chiranjilal	Dhani Bathutha	Mahender-garh	Mahender-garh

SAURASHTRA

Limestone Mines

1. Gope . . .	Digvijay Cement Co. Ltd.	Gope . . .	Lalpur	Halar
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UTTAR PRADESH

Stone Mines

I. Shankargarh	Sheikh Hidayatullah	Tala	Allahabad	Allahabad
II. Shankargarh	Jethanand	Tala	Do.	Do.
3. Shankargarh No. 1	Northern Railway	Lakhampur	Do.	Do.
4. Shankargarh No. 2	Northern Railway	Do.	Do.	Do.
5. Shankargarh No. 4	Northern Railway	Benipur	Do.	Do.
6. Shankargarh No. 5	Northern Railway	Sheorajpur	Do.	Do.
7. Shankargarh	Pars Ram	Shankargarh	Do.	Do.
8. Lakanpur	L. P. Pandey & Sons	Lakanpur	Do.	Do.
(Shankargarh)				
9. Hajitola (Shankargarh)	Princess Rajendra Kumari Basaheba (Rani of Bara Ra)	Hajitola	Do.	Do.
10. Marwari Siding No. 4	Govind Ram	Shankargarh	Do.	Do.
II. Badama	Maharao Raja Kamalakar Singh	Lakanpur and Tala	Do.	Do.
12. Lohgara	Sheikh Hidayatullah	Lohgara	Kurchana	Do.
13. Lohgara	Ramdas Sharma	Do.	Do.	Do.
14. Lohgara	Syed Ali	Do.	Do.	Do.
15. Lohgara	Bharat Singh	Do.	Do.	Do.
16. Lohgara	Aurur Singh	Do.	Allahabad	Do.
17. Jurwat	Athumal	Jurwat	Kurchana	Do.
18. Deoria	Ramanand	Deoria	Allahabad	Do.
19. Kulmajra	Daya Krishan Kapur	Kulmajra	Maw	Banda
20. Kulmajra	Lala Prag Narain Tandan.	Do.	Do.	Do.
21. Kulmajra	Bhagwandin	Do.	Do.	Do.
22. Sheora	Nazir Hussain	Gulpura	Jhansi Math	Jhansi
23. Sheora	Ram Charan and Ram Gopal	Do.	Do.	Do.
24. Sheora	Debi Sahai and Kali Charan.	Do.	Do.	Do.
25. Sheora	Murlidhar and Tek Chand	Do.	Do.	Do.
26. Sheora Hill	Central Railway	Todi	Jhansi	Do.
27. Chandpur Jahazpur	Randhir Singh	Chandpur	Lalitpur	Do.
28. Chandpur Jahazpur	Stone Supply Co.	Jahazpur	Do.	Do.
29. Jhilgawan	Stone Supply Co.	Jhilgawan	Do.	Do.
30. Hardari (Nos. 1 & 2)	Stone Supply Co.	Hardari	Do.	Do.
31. Rampura	Stone Supply Co.	Rampura	Do.	Do.

VINDHYA PRADESH

Limestone Mines

I. Hardua . . .	Bagalkhand Products Ltd.	Hardua . . .	Satna . . .	Satna
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VINDHYA PRADESH—contd.*Limestone Mines—contd.*

2.	Karhi and Bhad	Dyer's Stone Lime Co. Ltd.	Karhi & Bhad	Satna	Satna
3.	Silanti	Sarna Stone Lime Co.	Silanti	Malhar	Do.
4.	Parsokha	Ramphal Tiwari	Parsokha	Do.	Do.
5.	Pahari	Baghelkhand Products Ltd.	Pahari	Do.	Do.
6.	Pahari	United Trading Co. (Pratap Singh)	Pahari	Do.	Do.
7.	Narora	S. N. Sunderson & Co.	Marora	Do.	Do.
8.	Amilia	Dewan Lime Company	Amilia	Do.	Do.
9.	Pahari	Chowrasia Stone Lime Company.	Pahari	Do.	Do.
10.	Durjanpur	Do.	Durjanpur	Satna	Do.
11.	Pahari	Uttam Chand Awal	Pahari and Lakhanpur	Do.	Do.
12.	Girgitta	Maihar Stone Lime Co. Ltd.	Girgitta and Sonewari.	Maihar	Do.
13.	Dewra and Rewra	Jauhar Mineral Sup- ply Co., Ltd.	Dewra	Sohawal	Do.
14.	Raghurajnagar	Satna Stone & Lime Co., Ltd.	Raghurajnagar	Satna	Do.
15.	Majhgawan	Dewan Lime Company	Majhgawan	Raghuraj- nagar.	Do.

APPENDIX II

(See condition (1) in the third column relating to entry I in the first column Schedule.)

1. Name of Mine
2. Name of mineral worked
3. Situation of Mine (village, Thana, Sub-division, District, State)
4. Name and postal address of owners
5. Name and postal address of agent and/or manager
6. Depth of open-cast excavation measured from its highest to its lowest point
7. Number of persons employed in the mine
8. Nature, amount and kind of explosives used, if any
9. The condition of the workings as to general safety
10. Whether workings are likely to be extended belowground
11. The date on which mining operations were commenced.

Signature of owner, agent or manager.

Dated.....

[No. M-46(8)52.]

A. P. VEERA RAGHAVAN, Under Secy.

New Delhi, the 19th August 1954

S.R.O. 2805.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Doman Ram, Workman of the Victoria West Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 34 of 1954

(arising out of Reference No. 6 of 1952).

In the matter of an application under section 33A of Industrial Disputes Act, 1947.

PRESENT

Shri L. P. Dave, B.A. LL.B.—Chairman.

PARTIES

Shri Doman Ram, Miner, Victoria West Colliery, c/o Organising Secretary, Colliery Workers Union, Grand Trunk Road, Asansol, West Bengal—Complainant.

Vs.

Messrs. New Beerbhoom Coal Co. Ltd., Victoria West Colliery, P.O. Barakar, Burdwan, West Bengal—Opposite Party.

APPEARANCES

Shri Sunil Basu Roy, Organising Secretary, Colliery Workers Union, Grand Trunk Road, Asansol, District Burdwan, West Bengal—for the Complainant.

Shri B. P. Kabi, Security Officer,

AND

Shri U. Paul, Group Labour Relations Officer,

c/o

New Beerbhoom Coal Co. Ltd., Disergarh Post Office, Burdwan District, West Bengal—for the Opposite Party.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that the opposite party dismissed him on 14th May 1953 during the pendency of Reference No. 6 of 1952 without the permission of this Tribunal and thereby contravened the provisions of Section 33 of the Industrial Disputes Act. He therefore filed the present complaint under Section 33A for proper orders.

3. A preliminary objection was raised on behalf of the opposite party that the present complaint must be dismissed as it was filed after an unreasonable delay. In my opinion, this objection must be upheld.

4. As I said above, the complainant has filed the present complaint under Section 33A of Industrial Disputes Act alleging that the opposite party had committed a breach of Section 33 of the Industrial Disputes Act by dismissing him during the pendency of Reference No. 6 of 1952. Section 33 of the Act *inter alia* prohibits an employer from discharging or dismissing any workman concerned in any dispute which may be pending before a Tribunal without the express permission in writing from that Tribunal. Section 33A lays down that if an employer commits a breach of Section 33, the aggrieved employee may make a complaint in writing to the Tribunal. This section does not provide in express terms the time during which the complaint under that section should be made; but it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit in the section that the complaint must be made within a reasonable time of the act complained of. The true position would be that a complaint under this Section must be made as far as possible during the pendency of the proceedings and if it is made after such pendency, it should be made within a reasonable time. See the decision of the Labour Appellate Tribunal in the case of General Motors (India) Limited, 1954, Vol. I, L.L.J., p. 676. It is true that this was a case under Section 23 of the Industrial Disputes (Appellate Tribunal) Act, 1950; but that section is similar to Section 33A of the Industrial Disputes Act and the principles laid down in the above case would also be applicable here.

5. Now, in the present case, the award in Reference No. 6 of 1952 was published in the *Gazette of India*, dated the 10th October 1953. Hence under Section 20(3) read with section 17A of the Act, the proceedings in that case must be deemed to have concluded from the 10th November 1953. The present complaint was filed on 18th March 1954. The complainant was dismissed on 14th May 1953. In other words, he has filed the present complaint more than four months after the conclusion of the above proceedings and more than ten months after his dismissal. On the face of it, there has been unreasonable delay in filing the present complaint.

6. Shri S. B. Roy, who appeared for the complainant, stated that the complainant had approached the labour Union, who thereupon sent an application to the Conciliation Officer in June 1953 and that is why the present complaint was not filed earlier. He admitted before me that no action was taken either by the complainant or the Union after writing to the Conciliation Officer in June 1953. Even a reminder was not sent to the Conciliation Officer. When Section 33A of the Act gives a special right to an individual workman to make a complaint to the Tribunal, he should exercise that right in a very reasonable time. In the present case, even if he approached the Union and the Union approached the Conciliation Officer in June 1953, that may excuse the delay upto June 1953 or at best for about a month thereafter. If the Conciliation Officer took no action in the matter, the complainant should have filed the present complaint at least in July. I am also not quite satisfied about the allegation that the Conciliation Officer took no action in the matter. He must have passed orders in the matter. The complainant, probably because the orders were against him, has not mentioned in the complaint even the fact that the Conciliation Officer had been moved in the matter. In any case, I think that the complaint has been filed after an unreasonable delay.

7. In the result, the complaint must be dismissed.

I pass my award accordingly.

The 30th July, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government Industrial Tribunal,
Dhanbad.
[No. LR.2(365)/III.]

S.R.O. 2806.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Bundo Gope, a workman of the Giridih Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 298 OF 1953

(arising out of Reference No. 6 of 1952).

In the matter of an application under section 33A of Industrial Disputes Act, 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES

General Secretary, Coal Workers Union, Barwadih, Giridih, on behalf of Sri Bundo Gope, Coal Chokidar, Giridih Colliery, P.O. Giridih, District Hazaribagh—Complainant.

Vs.

1. Chief Mining Engineer, Railway Board, Calcutta,

2. Superintendent of Collieries, Giridih, District Hazaribagh, Bihar—Opposite parties.

APPEARANCES

Shri Mahendra Nath Bharati, General Secretary, Coal Workers Union, Barwadih, Giridih, District Hazaribagh—For the complainant.

Shri L. Singh, Welfare Officer, c/o Superintendent of Collieries, Giridih, District Hazaribagh—For the opposite party.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that he was dismissed by the opposite party during the pendency of Reference No. 6 of 1952 without the permission of this Tribunal.

3. The opposite parties urged that there was no industrial dispute between the opposite parties and their workmen. They further urged that on the 15th March 1951 the Manager of the coke ovens reported theft of certain articles. A preliminary enquiry was held when the complainant gave a statement that he had seen the commission of theft and admitted that he did not report the matter to the authorities. A charge sheet was issued against him, to which he gave a reply. An enquiry was held and the opposite party No. 2 found the complainant guilty. A notice was issued to him to show cause why he should not be discharged from service. No reply was received and ultimately an order of dismissal was passed.

4. The complainant was working as a chowkidar at the coke plant of the State Railway collieries at Giridih. It appears that certain articles were stolen from the upper storey of the Acid Plant on the night between the 14th March 1951 and the 15th March 1951. An enquiry was held in the matter and it was found that there was no sufficient evidence to hold any one person guilty of theft. It was further found that the complainant was on duty on the night of the theft and actually caught one man with stolen materials, but allowed him to go. It was further found that he did not immediately bring the matter to the notice of his superior officers. He was therefore charge-sheeted and ultimately dismissed.

5. The order of dismissal was passed on the 15th December 1952. At that time, Reference No. 6 of 1952 was pending before this Tribunal. The State Railway collieries and their workmen were parties to that reference. It has however been alleged that there was in fact no industrial dispute between the State Railway collieries and their workmen because State Railway collieries were giving paid holidays to their workmen on 15th August and 26th of January. It may be noted that Reference No. 6 of 1952 was a general reference between all collieries and their workmen relating to two points. The first was about giving of paid holidays to the workmen on the 15th August 1950, 26th January 1951, 15th August 1951, and 26th January 1952. The second point that was referred to the Tribunal for adjudication was whether the workmen should receive full pay and allowances for the holidays on the Independence Day and the Republic Day in future. Even if a particular colliery was, at the time of the order of reference, giving holidays with full pay to the workmen on the Independence Day and Republic Day, it could not be said that they would necessarily continue giving holidays with pay on these festival days in future. That is why it was referred to as a specific issue in making the above reference.

6. In this connection I may also refer to Section 10(5) of the Industrial Disputes Act which lays down:

"Section 10(5).—Where a dispute concerning any establishment or establishments has been or is to be referred to a Tribunal under this Section and the appropriate Government is of opinion, whether on an application made to in this behalf or otherwise, that the dispute is of such a nature that any other establishment, group or class of establishments of a similar nature is likely to be interested or affected by, such dispute, the appropriate Government may, at the time of making the reference or at any time thereafter but before the submission of the award, include in that reference such establishment, group or class of establishments whether or not at the time of such inclusion any dispute exists or is apprehended in that establishment, group or class of establishments."

This would mean that even if there was no existing dispute between a particular colliery and their workmen regarding giving of paid holidays on the Independence Day and Republic Day, the Government could still include such collieries in this reference. The fact that almost all collieries situated in the whole of India were included in the above order of reference would go to show that the Government contemplated that even if in a particular colliery or collieries, there was no existing dispute, these collieries should be made parties under Section 10(5) of the Act. On the whole, I think that the State Railway collieries were properly made parties to the above reference and as they were parties thereto, Section 33 was applicable to them and they committed a breach thereof by dismissing the complainant during the pendency of Reference No. 6 of 1952.

7. On merits, however, I am satisfied that the complainant's dismissal was justified. As I said above, there is no dispute that a theft of some materials took place on the night between the 14th March 1951 and 15th March 1951. A report was made about it by the Manager of the coke oven to the Colliery Superintendent of Giridih on the 15th March 1951. On the very next day (i.e. on the 16th March 1951), the statement of the complainant was recorded. In that statement, he stated, "I saw three persons on the railway line. They were dressed in black clothes. On suspicion, I asked them as to where they were going and they said that they were going to mark the attendance at the office. When I went about 50 to 60 feet, I heard noise in the northern ditch. I threw a stone in the ditch and asked as to who they were. Immediately after this, I saw four or five persons running to the East. Then I cried out loudly and one Muslim chowkidar named Mohd. Hussain came to me from the ditch and asked me to pardon him for his present action and he further wanted to give me Rs. 2 which I refused. In the meanwhile I saw one watchman, wearing a red turban on his head, running from the Tar house towards the acid Plant and he entered the Acid Plant from the Eastern side. It was about 8-30 P.M. at that time. Mohd. Hussain caught hold of my legs and would not release me. He told me that he would die in case his services were dispensed with and he further told that he had some children also. However, I got rid of him. I asked him to keep the articles at their proper place and he promised to do. It was moonlight. I saw four pieces of pipe lying in the ditch. I did not go in the ditch to see them. Soon after, Mohd. Hussain went into the ditch and I went to my house, being relieved from my duty at 10 P.M."

8. It appears that after this an enquiry was held by the Manager of the coke oven, the Welfare Officer and the Inspector of Watch and Ward Department. They recorded several statements including that of the complainant, and ultimately submitted their report on the 6th June 1951. Their findings were that there was no direct proof to show as to when, how, and by whom the theft was committed; though they suspected Mohd. Hussain and one Abdul Meah. The report then mentioned that the action of the complainant in letting off Mohd. Hussain when he saw him with the stolen material and not reporting the matter to his superiors could not be justified. It further mentioned that the complainant had no business to excuse Mohd. Hussain and had he produced him before his superiors, Government property would not have been lost. The report recommended that he should be suitably dealt with.

9. Thereupon on this, on the 23rd/25th July 1951 a charge sheet was served on the complainant in which it was stated that from his own statement it appeared that he had seen Mohd. Hussain with the stolen material and it was not understood as to why he (the complainant) let off the culprit instead of producing him with the stolen property immediately before his superior officers. The charge sheet further mentioned that it was also not convincing as to why the matter was not immediately brought to the notice of his superiors, and that he had no business to excuse the culprit Mohd. Hussain and if he had produced the culprit Mohd. Hussain with the stolen materials before the superior officers, the loss of Government property would have been avoided and also the person or persons implicated in the theft would have been punished adequately. The charge sheet in the end alleged that this wilful action on the part of the complainant had caused financial loss to the administration and he was called upon to show cause why he should not be removed from service. Along with the charge sheet, a copy of the findings of the enquiry committee was sent to the complainant for his information.

10. The complainant gave a reply to the charge sheet on the 10th August 1951. In this reply, he stated that at 8-30 P.M. on the 14th March 1951, he had seen 3 or 4 persons passing and when asked they had told him that they were going to attend to their duties. He further stated that a few minutes after this, he saw several persons in a ditch. On sighting them, he took them to be thieves and threw a stone whereupon all of them came out and began to run hither and thither and concealed themselves in the vicinity. In the meanwhile, Mohd. Hussain came there and asked for forgiveness. The complainant further stated that at first he could not understand as to what the matter was; but on close scrutiny he found some pipes lying in the ditch and asked Mohd. Hussain as to what the matter was. Mohd. Hussain did not disclose anything clearly. The complainant, however, suspected foul play; but as there were several persons, he did not venture to produce Mohd. Hussain and stolen materials which were lying, before his superior officers.

11. The Chief Mining Engineer, Railway Board, ultimately came to the conclusion that the complainant should be dismissed and directed the Superintendent of Collieries to do so after fully observing all formalities according to rules. A notice was issued to the complainant to show cause why he should not be dismissed. He did not reply to it and he was thereafter dismissed.

12. Neither party has led any oral evidence before me. The different statements of the complainant made by him at different stages clearly go to show that he was guilty of the charges levelled against him. In the course of the arguments, Mr. Mahendra Nath Bharati, who appeared for him, stated that the complainant's statement taken on the 16th March 1951 appeared to be suspicious. The complainant has not at any stage stated anything against this statement of his. His statement was recorded by the enquiry committee on the 24th July 1951 and in that statement he stated that the previous statement given by him was read over to him and he admitted it to be correct, and stated further that he had nothing more to add to it. Later on, when a charge sheet was served on him, he gave a reply to it and even in that reply, he has not made any allegation regarding his first statement. He has also not made any allegation in his complaint before this Tribunal, nor has he gone in the witness box to give any explanation on the point. On the whole, I think that all the three statements made by him were made by him voluntarily of his free will.

13. These statements clearly show that he had seen the commission of theft. He saw some people in the ditch and still he did not raise a cry. He has said that one Mohd. Hussain came out of the ditch and asked forgiveness and even offered him a bribe and said that if the complainant made a report, Mohd. Hussain's services would dispensed with, causing hardship to him and his family. Thereupon the complainant asked him to place the articles at their proper places and Mohd. Hussain promised to do so. In his statement, dated the 10th August 1951, the complainant has admitted that he found pipes lying in the ditch and asked Mohd. Hussain about it and though Mohd. Hussain did not disclose anything clearly, the complainant suspected foul play. This clearly shows that the complainant did know that a theft had been committed and that Mohd. Hussain was a party to it. As a watchman, it was the clear duty of the complainant to have made a report about it immediately to his superiors. It was also his duty to have produced Mohd. Hussain with the stolen property before his superior officers. He has stated in his reply, dated the 10th August 1951 that he did not do so because there were several persons there. He has however admitted that these persons on coming out of the ditch had run away hither and thither and had concealed themselves. Merely because he had seen some people running away like this, it could not be said that they must be nearby and that would not be a valid excuse for him for not taking Mohd. Hussain immediately to his superiors. I was also told that there was a telephone nearby and the complainant could have used it for the purpose of giving information to his superior officers. In my opinion, the reason for the complainant not having taken Mohd. Hussain immediately to his superiors with the stolen property was not the fact that there were some persons nearby, but the real reason must be that the complainant thought it fit to forgive Mohd. Hussain, on Mohd. Hussain assuring him that he would put back the stolen articles at their proper places. This was a very grave offence for a watchman. He could not take it upon himself to pardon a thief or to let him go. As a watchman, it was his clear duty to have taken Mohd. Hussain with the stolen property to his superior officers, irrespective of the consequences to Mohd. Hussain. He should have taken prompt action for recovering pipes lying in the ditch. There can thus be no doubt that the complainant committed a grave breach of duty, and the opposite party was therefore justified in dismissing him.

14. I therefore hold that the complainant is not entitled to any relief. His complaint fails and is dismissed.

I pass my award accordingly.

The 2nd August, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government Industrial Tribunal,
Dhanbad.

[No. LR.2(365)/IV.]

S.R.O. 2807.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shree Basdeo Passman, a workman of the Victoria West Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 35 OF 1954

(Arising out of Reference No. 6 of 1952)

In the matter of an application under section 33A of Industrial Disputes Act, 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES

Shree Basdeo Passman, Sand Pit Fitter Mazdoor, Victoria West Colliery, Barakar, Burdwan, c/o Organising Secretary, Colliery Workers Union, Grand Trunk Road, Asansol, Burdwan—Complainant.

Vs.

Messrs. Now Boorbhoom Coal Co. Ltd., (Messrs. Andrew Yule & Co. Ltd.), Victoria West Colliery, Barakar, District Burdwan, West Bengal—Opposite party.

APPEARANCES

Shri Sunil Basu Roy, Organising Secretary, Colliery Workers Union, Grand Trunk Road, Asansol, District Burdwan—For the complainant.

Mr. W. J. Jameson, Chief Personnel Officer, Messrs. Andrew Yule & Co. Ltd., Disorgarh Post Office, District Burdwan, West Bengal—For the opposite party.

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. The complainant alleged that during the pendency of Reference No. 6 of 1952, he was dismissed by the opposite party (on the 4th September 1953) without the permission of this Tribunal and thereby the opposite party committed a breach of Section 33 of the Industrial Disputes Act. The complainant also alleged that action was taken against him because he was taking an active part in trade union activities.

3. The opposite party denied that it took action against the complainant because of his trade union activities. It urged that the complainant was guilty of misconduct and that is why he was dismissed.

4. At the hearing before me, a preliminary objection was raised by the opposite party that the present complainant must be dismissed because it was filed after an unreasonable delay. In my opinion, this objection must be upheld.

5. The complainant has filed the present complaint under Section 33A of the Industrial Disputes Act, alleging that the opposite party had committed a breach of Section 33 of the Industrial Disputes Act by dismissing him during the pendency of Reference No. 6 of 1952. Section 33 of the Act *inter alia* prohibits an employer from discharging any workman concerned in any dispute which may be pending before a Tribunal without the express permission in writing from that Tribunal. Section 33A lays down that if an employer commits a breach of Section 33 of the Act, the aggrieved employee may make a complaint in writing to the Tribunal. This section does not provide in express terms the time during which the complaint under that section should be made; but it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit in the section that the complaint must be made within a reasonable time of the act complained of. The true position would be that a complaint under this section must be made as far as possible during the pendency of the proceedings and if it is made after such pendency, it should be made within a reasonable time. See the decision of the Labour Appellate Tribunal in the case of General Motors (India) Limited, 1954, Vol. I, L.L.J., p. 676. It is true that this was a case under Section 23 of the Industrial Disputes (Appellate Tribunal) Act, 1950; but that section is similar to Section 33A of the Industrial Disputes Act and the principle laid down in the above case would also be applicable to the present case.

6. The award in Reference No. 6 of 1952 was published in the Gazette of India on the 10th October 1953, and hence under Section 20(3) read with Section 17A of the Industrial Disputes Act, the proceedings in that case must be deemed to have concluded from the 10th November 1953.

7. Now, in the present case, the complainant was dismissed from the 4th September 1953. He filed the present complaint on the 7th April 1954. The pendency of Reference No. 6 of 1952 was over as from the 10th November 1953. In other words, the present complaint has been filed about five months after the pendency

of Reference No. 6 of 1952 was over and more than seven months after the complainant's dismissal. On the face of it, therefore, the complaint has been filed after an unreasonable delay and deserves to be dismissed on this ground.

8. On merits also, the complaint must be dismissed. The complainant has admittedly been served with a series of charge sheets by the opposite party. The complainant has admitted them in his complaint. The opposite party has also produced relevant papers showing that the complainant had committed several acts of misconduct. The final act of misconduct for which he was dismissed was mentioned in charge sheet No. 9247, dated the 26th August 1953, which was replied to by the complainant on the 27th August 1953. In this charge sheet, it was alleged that the complainant was making false propaganda that the company had sanctioned Rs. 5,000 on surplus coal and that the Manager, in collaboration with a selected few workmen, was trying to distribute the above amount only among Mining Sardars and Munshis and further that if the workmen followed the complainant to Sanetoria, he would get them the money. The complaint in his reply denied having made the propaganda as alleged by him.

9. The manager referred the matter to the Pit Committee of the colliery. The complainant was informed about this. A notice was issued to the complainant by the Committee and he was informed that grave and serious allegations were levelled against him in the charge sheet and he was therefore requested to appear at the meeting of the Pit Committee and to state his case. He does not appear to have done so. The Committee considered the relevant papers and evidence and came to the conclusion that the complainant was guilty of a grave offence in making false propaganda.

10. The complainant has not gone in the witness box. The documents produced in the case show that the management had evidence before it from which it could come to the conclusion that the complainant had been guilty of making false propaganda affecting the prestige of the management and inciting disaffection among the workmen. Even the Pit Committee of the colliery, which is elected by the workmen, endorsed the findings of the management. It is true that the complainant in his complaint has mentioned that the Pit Committee was a pocket Committee of the opposite party and was not properly constituted. The Personnel Officer of the colliery, who has been examined as his witness by the complainant, has stated that the Pit Committee was properly constituted, and that the Committee consisted of 20 members, 17 of whom were elected by the workmen working in the colliery. He has further stated that the management had no undue influence over the Committee or over the meeting of the Committee held on the 1st September 1953. He has also said that eight representatives of the workmen were present at the above meeting and that three of these were members of the Executive Committee of the Labour Union, which labour union was responsible for sponsoring two strikes at the colliery. In other words, it could not be said that the Labour Union was a pocket union of the management nor could it be said that the Pit Committee was its pocket committee. That Committee, as I said above, was also satisfied that the complainant was guilty of misconduct. I might repeat that the management had evidence before it from which it was possible for it to come to this conclusion. The misconduct alleged against the complainant was of a serious nature. In the circumstances, the management was justified in dismissing the complainant.

11. In the result, the complaint fails, both on merits and also on the ground that it has been filed after an unreasonable delay. It is therefore dismissed.

I pass my award accordingly.

The 3rd August, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government Industrial Tribunal,
Dhanbad.

[No. LR.2(365)/V.]

S.R.O. 2808.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in the matter of an application under section 33A of the said Act from Shri Mangli Khan (Tindal Mazdoor), a workman of the West Bokaro Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 17 of 1954

(arising out of Reference No. 6 of 1952)

In the matter of an application under section 33A of Industrial Disputes Act, 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES

Shri Mangal Khan (Tindal Mazdoor), West Bokaro Colliery, P.O. Ghatotkand, District Hazaribagh, Bihar—Complainant.

Vs.

The Management of West Bokaro Colliery, P.O. Ghatotkand, District Hazaribagh, Bihar—Opposite party.

APPEARANCES

Shri Babu Bachchanlal, Assistant Secretary, Workers Union, West Bokaro Colliery, P.O. Ghatotkand, District Hazaribagh, Bihar—For the complainant.

Shri K. Rai, Deputy Agent, West Bokaro Colliery, P.O. Ghatotkand, District Hazaribagh, Bihar—For the opposite party.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that he had been retrenched by the opposite party on the 14th July 1952 without the express permission of this Tribunal and was again taken back on duty from the 19th December 1952. He therefore prayed for damages for the monetary loss incurred by him during the period of his unemployment from the 14th July 1952 to 19th December 1952.

3. The opposite party urged that the complainant was working as a Line Mistry till the 13th July 1952. He was retrenched along with 126 other workmen from the 14th July 1952 due to cessation of operations in the South Main Adit Mine. This general retrenchment was agreed upon by the West Bokaro Workers' Union, according to the terms of an agreement arrived at on the 29th April 1952. It was further urged that the retrenchment was approved by the Conciliation Officer, Dhanbad, after his having obtained a report from the Senior Inspector of Mines in this respect. The opposite party was therefore justified in effecting retrenchment. The complainant approached the management on or about the 19th December 1952 for a fresh job of any nature and as the management had at that time a vacancy of Tindel Mazdoor, he was appointed to that post. It was therefore urged that the complainant was not entitled to compensation.

4. It is an admitted fact that the complainant was working as a Line Mistry in the South Main Adit Mine of the West Bokaro Colliery. It is also an admitted fact that he and 126 other workmen were retrenched from the 14th July 1952. It is lastly an admitted fact that he has been taken up as a Tindel Mazdoor from the 19th December 1952. He has filed the present complaint claiming compensation for the period of enforced idleness from the 14th July 1952 to 19th December 1952. He has urged that the opposite party had committed a breach of Section 33 of the Industrial Disputes Act by effecting the retrenchment without the permission of this Tribunal and he therefore filed the present complaint under section 33A of the Industrial Disputes Act.

5. Section 33 of the Industrial Disputes Act prohibits an employer *inter alia* from discharging any workman concerned in any dispute which may be pending before a Tribunal without the express permission in writing from that Tribunal. Section 33A lays down that if an employer commits a breach of Section 33, the aggrieved employee may make a complaint in writing to the Tribunal. This section does not provide in express terms the time during which the complaint under that section should be made; but it does not give a right to an aggrieved workman to make a complaint after an indefinite period. It is implicit in the section that the complaint must be made within a reasonable time of the act complained of. The true position would be that a complaint under this section must be made as far as possible during the pendency of the proceedings and if it is made after such pendency, it should be made within a reasonable time. See the decision of the Labour Appellate Tribunal in the case of General Motors (India) Limited, 1954, Vol. I, L.L.J., p. 676. It is true that this was a case under Section 23 of the Industrial Disputes (Appellate Tribunal) Act, 1950; but that

section is similar to Section 33A of the Industrial Disputes Act and the principles laid down in the above case would also be applicable to the present case.

6. The award in Reference No. 6 of 1952 was published in the *Gazette of India* on the 10th October 1953; and hence under Section 20(3) read with Section 17A, of the Industrial Disputes Act, the proceedings in that case must be deemed to have concluded from the 10th November 1953.

7. Now, in the present case, the complaint has been filed on the 18th February 1954. The act complained of by the complainant was committed by the opposite party on 14th July 1952. The pendency of Reference No. 6 of 1952 was over on the 10th November 1953. In other words, the present complaint has been filed more than 3 months after the pendency of the above reference was over and more than 19 months after the act complained of. The complainant has thus been guilty of unreasonable delay and his complaint is liable to be dismissed on this ground alone.

8. On facts also, I think that the complaint must fail. The complainant was one of the persons discharged by the opposite party on the 14th July 1952. It is an admitted fact that this was a case of retrenchment. It may be noted that before retrenchment was effected, there was a discussion between the management and the labour union of the colliery and an agreement was arrived at on the 29th April 1952. The union agreed that certain workmen in certain categories would have to be reduced and the management agreed that the persons would be selected for retrenchment, after considering the lengths of their services. It also appears that the management gave information about the proposed retrenchment to the Conciliation Officer, who made a reference to the Chief Inspector of Mines. Thereupon the Senior Inspector of Mines was deputed by the Chief Inspector of Mines to inquire in the matter. After inspection, he reported that two districts of South Main Adit had been closed. He further reported that the management proposed to retrench 140 persons. He, however, agreed to a total retrenchment of 126 workmen instead of 140 workmen as proposed by the Management.

9. It would thus be clear that the retrenchment was *bona fide* and was necessary. As a matter of fact, no allegation has been made by the complainant against the *bona fides* of the retrenchment. He has also not alleged that in selecting persons for retrenchment, there had been any discrimination or victimisation. There is no allegation that the principle of "last come, first go" had not been followed. In other words, so far as the complainant was concerned, his discharge on the 14th July 1952 because of retrenchment was justified.

10. It was argued on behalf of the complainant that people junior to him were appointed earlier and that he was not appointed till the 19th December 1952. In this connection, the management urged firstly that the complainant had not approached them earlier, and secondly that they did not employ any one as a Line Mistry after retrenchment. Some persons were appointed as Tindel Mazdoors and the complainant was appointed to that post in December. When making fresh appointments to a new category of work, the management would ordinarily be justified in considering the merits of each individual workman for that work, if appointment was to be made to a new category of workmen, from out of workmen who had been working in other categories. Further, there is no evidence to show that the complainant had approached the management earlier than the 19th December 1952. In the circumstances, I think that the complainant could have no grievance against his not having been appointed earlier.

11. I may also mention that there could not be a breach of Section 33 of the Industrial Disputes Act by the opposite party in not re-appointing the complainant at a particular time, because that would not amount to change of service conditions; because after his (valid) discharge, he ceased to be a workman. The question of subsequent appointment of another person before him would not be an industrial dispute. Of course, under Section 33A of the Act, he could make a grievance about his retrenchment. In the present case, however, the retrenchment was both *bona fide* and justified and the complainant would not therefore be entitled to any relief on that score.

12. In any case, the complaint fails and must be dismissed.

I pass my award accordingly.

(Sd.) L. P. DAVE, Chairman,

The 4th August, 1954.

Central Government Industrial Tribunal,
Dhanbad
[No. LR.2(365)/VI.]

S.R.O. 2809.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Manomohan Sen and 18 other workmen of the West Bokaro Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 363 OF 1953 (arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES

1. Sree Monomohan Sen (General Clerk)
2. Sree Sukhlall (Blacksmith)
3. Sree Beni Face Toppo (Fitter)
4. Sree Narayan Mistry (Carpenter)
5. Sree Deoki Prashad (Carpenter)
6. Sree Nirmal Mistry (Carpenter)
7. Sree Cheni Mistry (Blacksmith)
8. Sree Khemlall (Blacksmith)
9. Sree Cornelius Hansdah (Clerk)
10. Sree Nanigopal Chakravorty (Machineman)
11. Sree Sarjee Ram (Moulder)
12. Sree Basdeo (Fitter)
13. Sree Guneswar Pd. Singh (R/Clerk)
14. Jnb. Abdul Mannan (Painter)
15. Sree V. Achari (Loco Mechanic)
16. Sree P. C. Chakravorty (W/shop-in-Charge)
17. Sree Nirode Baran Bhattacharjee (Fitter)
18. Sree Habul Chatterjee (Chain Man)
19. Jnb. Nizamuddin (Asst. Mechanic)

—Employees of West Bokaro Colliery,

C/o P. C. Chakraborty, Secretary, West Bokaro Colliery Workers Union,
P. O. Ghatotand, Dist. Hazaribagh—Complainants.

Vs.

The management of West Bokaro Colliery, Mg. Agents: M/s. Anderson Wright & Co., P. O. Ghatotand, Dist. Hazaribagh, Bihar—Opposite party.

APPEARANCES

Complainants Nos. 1 to 9, 11, 12, 15, 16, 18 and 19 were present in person.
The other complainants were not present.

Shri S. S. Mukherjea, B.Sc., B.L., Pleader, Dhanbad.

AND

Shri K. Rai, Deputy Agent, West Bokaro Colliery, P. O. Ghatotand, Hazaribagh—For the Opposite party.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act filed by 19 persons.

2. The complainants urged that they had been serving in the West Bokaro Colliery for three to four years, but no increment of whatever kind had been given to them. They further urged that the management had recently promoted one Mustafa, a Motor Man, to the rank of consolidated paid employee, though

he was one of the junior most employees at the colliery. They also alleged that loco drivers were recently brought on a monthly scale of pay instead of weekly scale of pay. By doing so, the management had changed the service conditions of the complainants without the permission of the Tribunal and hence the present complaint was filed by them.

3. The opposite party urged that one Ghulam Mohmed Mustafa was appointed as Latheman on a daily basic rate of Rs. 1-4-0, and in view of his higher technical knowledge, he was given a small increment and put on a monthly paid basis on a basic pay of Rs. 40 per month from 15th August 1953. None of the 19 complainants except Shri Nanigopal Chakraborty was in any way concerned in the said promotion, as none of them belonged to the same category. So far as the said Nanigopal Chakraborty was concerned, his daily basic pay was increased from Rs. 0-12-0 to Rs. 1-2-0 at the time of Ghulam Mustafa's appointment; but as Ghulam Mustafa was more efficient and had better skill and experience, he was given higher wages (of Rs. 1-4-0 per day). It was further alleged that none of the complainants belongs to the same category or department as loco drivers. It was lastly urged that the allegation that none of the complainants had been given an increment was not correct. It was therefore urged that the complaint should be dismissed.

4. As I stated above, the complainants' grievances are (1) that their service conditions were changed by the promotion of one Mustafa who was promoted to the monthly paid scale though he was junior and (2) that loco drivers were placed on a monthly scale (while other categories of workmen were not). Taking the second grievance first, it may be noted that none of the complainants belongs to the category or department of loco drivers. If the management think it fit to revise the grade of a particular category of workmen, it could not be said that there had been a change in the service conditions of other categories of workmen. The management were not bound to grant an increment to all categories of workmen at the same time. It may happen that the scales of pay of one particular category may have been originally fixed at a lower scale and the management, on being satisfied about it, may think it fit to revise the wages of that particular category. This could not in any way be considered as a change in service conditions of the other category of workmen. Hence the complainants can have no grievance on this ground.

5. The other grievance urged by the complainants in the complaint is that one Mustafa was promoted to a monthly grade though he was junior to most of the other employees. It may be noted that Mustafa was recruited as Latheman and was later on promoted as a Machineman. Excepting complainant No. 10, Nanigopal Chakraborty, who is a machineman, none of the other complainants belongs to the same category or department as Mustafa. In other words, Mustafa's promotion does not in any way affect them. Promotion of a workman working in one department or re-fixation of his pay on a monthly basis would not constitute a change of service of persons working in other departments.

6. So far as Nanigopal Chakraborty is concerned, he was not present on the date of hearing. Apart from this, it may be noted that he was drawing a daily basic wage of Rs. 0-12-0 which was increased to Rs. 1-2-0 at the time when Mustafa was appointed; but because of special technical knowledge, skill, experience, and ability of Mustafa, he (Mustafa) was recruited on a daily basic wage of Rs. 1-4-0. In other words, his pay was higher than that of Nanigopal Chakraborty. Mere length of service does not mean that a particular person is senior to another. The fact that Mustafa was drawing a higher salary than Chakraborty would mean that Mustafa was senior to Chakraborty; and if Mustafa was promoted to a higher post, Chakraborty could not make a grievance of it. It may be noted in this connection that no allegation of want of bona fides or victimisation or discrimination has been made by the complainants against the management. Therefore, the promotion of Mustafa to monthly rate does not amount to change in service conditions of the complainants.

7. In my opinion, the complainants have mistaken their remedy. At the hearing, out of the 19 complainants, four were not present. I heard each of the other 15 complainants about their grievances and most of them told me that their grievance was there should be some pay scale fixed for them and that they should be given periodical increments. Actually very few of them made a grievance about Mustafa's promotion or fixing of monthly rates for loco drivers. Even if the complainants' grievance about there being no fixed scale of pay or about their not being granted increments is genuine, I cannot go into it when hearing a complaint under Section 33A of the Industrial Disputes Act. In the present proceedings, all that I can consider is whether the service conditions

of any of the complainants have been changed to their prejudice. If that has not been done, I can grant no relief to them.

8. I may also mention that at the hearing, a petition was produced before me by the management and complainant No. 15 Mr. V. Achari. It was stated therein that it was agreed that this complainant would work as a loco mechanic on a basic salary of Rs. 50 from the date of the agreement. In other words, so far as this complainant was concerned, the management have now agreed to put him on a monthly rate of pay and he has no grievance against the management.

9. It was urged before me by the complainant No. 19 Nizamuddin that he was originally a loco driver and yet he was not put on a monthly scale of pay when a monthly scale was fixed for other loco drivers. It does appear that this complainant was originally designated as a loco driver; but he admitted before me that he never worked as a Loco Driver but was only learning that work and during that time, he was designated as Loco Driver. He was transferred from this post to his present post of Assistant Mechanic, in the Motor and Transport section, from 14th May 1951; that is, long before the order of Reference No. 6 of 1952 was made. On the date of that reference, he was working as an Assistant Mechanic and not as a loco driver. If during the pendency of the reference, loco drivers were placed on a monthly scale of pay, while assistant mechanics were not so placed, an assistant mechanic cannot file a complaint under Section 33A; because his service conditions have not been changed during the pendency of the reference. His complaint would also therefore fail.

On the whole, I feel that the complaint of all the complainants fails and it is therefore dismissed.

I pass my award accordingly.

(Sd.) L. P. DAVE, Chairman,

The 4th August, 1954. Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(385)/vii.]

S.R.O. 2810.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Sanu Mian, a workman of the West Bokaro Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

APPLICATION No. 61 of 1954.

(arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act, 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES:

Shri Sanu Mian, c/o The Secretary, West Bokaro Colliery Workers' Union, P. O. Ghatotkach, Dist. Hazaribagh—Complainant.

Vs.

The Deputy Agent, West Bokaro Colliery, P. O. Ghatotkach, Dist. Hazaribagh—Opposite party.

APPEARANCES:

No appearance on behalf of the complainant.

No notice issued to the Opposite party.

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. The complainant has alleged that during the pendency of Reference No. 6 of 1952, he was dismissed by the opposite party, who thereby contravened the provisions of Section 33 of the Industrial Disputes Act.

3. As the complaint did not disclose the date of his dismissal, the complainant was asked to state the date of his dismissal. In reply he stated that he was on leave from 19th April 1954 to 1st May 1954, and that as he was ill, he could not join his duties in time. He reported for duty on 20th May 1954, when the opposite party refused to give him his job.

4. Under Section 33 of the Industrial Disputes Act, an employer is prohibited *inter alia* from discharging or dismissing a workman, *during the pendency of proceedings before a Tribunal*. Section 33A lays down that if an employer contravenes the provisions of Section 33 *during the pendency of proceedings before a Tribunal*, an aggrieved workman may make a complaint to the Tribunal. In other words, both sections 33 and 33A are applicable only when an action is taken (or is to be taken) by an employer during the pendency of proceedings before a Tribunal.

5. In the present case, the complainant has alleged that the opposite party committed a breach of Section 33 of the Industrial Disputes Act, by dismissing him during the pendency of Reference No. 6 of 1952. The award in that case was published in the *Gazette of India* on 10th October 1953; and hence, under Section 20(3) read with Section 17A of the Industrial Disputes Act, the proceedings in that reference must be deemed to have concluded from 10th November 1953. In other words, they were not pending in May, 1954, when the complainant is said to have been dismissed. No other reference between the opposite party and their workmen was pending before this Tribunal in May, 1954. Hence, the opposite party cannot be said to have contravened provisions of section 33 of the Industrial Disputes Act, by dismissing the complainant and no complaint Under Section 33A would be maintainable.

6. The matter was fixed for hearing the complainant as to how the complaint was maintainable when proceedings in Reference No. 6 of 1952 had concluded (and were not pending before this Tribunal) at the time of his alleged dismissal and alleged change of service conditions. He has not appeared though duly served with a notice of hearing, nor shown how the complaint is maintainable.

7. For reasons stated above, I hold that the complaint is not maintainable. It is therefore dismissed.

I pass my award accordingly.

The 5th August, 1954.

(Sd.) L. P. DAVE, Chairman,

Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(365)/viii.]

S.R.O. 2811.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Birbal Sharma, Motor Mechanic, a workman of the Kargali Colliery, P. O. Bermo.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

APPLICATION No. 262 OF 1953.

(arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES:

Shri Birbal Sharma, Motor Mechanic, Kargali Colliery, P. O. Bermo, Dist. Hazaribagh—Complainant.

Vs.

The management of Kargali Colliery, State Railways' Coal Department, Government of India, P. O. Bermo, Dist. Hazaribagh—Opposite party.

APPEARANCES:

Shri Kanti Mehta, Secretary, Indian National Mine Workers Federation,
Opposite Imperial Bank of India, Dhanbad—*For the complainant.*
Shri S. Banerjee, Welfare Officer, Kargali, Colliery, P. O. Bermo, Dist.
Hazaribagh—*For the Opposite party.*

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. The complainant alleged that he had been dismissed illegally and wrongfully during the pendency of Reference No. 6 of 1952 without the permission of this Tribunal. He therefore prayed for proper orders.

3. The opposite party urged that one Motilal was appointed as a temporary Motor Mechanic at Giridih colliery by an order dated 6th December 1947. He was involved in a criminal case and was convicted and was not allowed to join after his release. In the meantime, the appointment of a substitute provisionally upto 31st July 1949 was sanctioned, and the applicant was appointed as a substitute in that post. This post was periodically sanctioned by the Chief Mining Engineer from time to time and the final sanction to retain the services of the substitute Motor Mechanic was accorded upto 31st August 1952 or till the expiry of the industrial dispute pending before the Appellate Tribunal whichever was earlier. This decision was communicated to the complainant and he was informed that his services would terminate from 1st September 1952. According to the conditions of service, the complainant's services were automatically terminated from that day. He was paid up all dues and no person was employed as a substitute in that post. It was therefore urged that the complaint should be dismissed.

4. The complainant filed a statement Exhibit 11 giving greater details about his case. Therein he urged that because he had brought certain irregularities to the notice of the higher authorities, he had incurred the displeasure of the Store Keeper and the Manager, and he was falsely implicated in two criminal cases but was acquitted. After this, the manager refused to reinstate him and the complainant had to move the higher authorities for his reinstatement. He was reinstated on 1st July 1952 but was served with a notice on 17th August 1952 terminating his services from 1st September 1952. There are permanent posts of Motor Mechanics in other sister collieries of the management, though they have less trucks than in the present colliery.

5. The opposite party gave a reply Exhibit 12 denying the allegations made in statement Exhibit 11, and contending that the complainant was only a substitute in a temporary post and under the conditions of service applicable to him, he was not entitled to one month's notice.

6. Several facts in this case are not in dispute. The manager of the Kargali colliery appointed one Motilal as a temporary Motor Mechanic from 1st December 1947 in the place of one Kadar Ali who had been released for Pakistan. In the order of appointment, it was stated that this appointment was purely temporary and was liable to be terminated whenever any personnel opted for rest of India was finally sent for replacement. It appears that Motilal was involved in a criminal case and was convicted. Pending final decision about him, the manager of the colliery recommended that the present complainant be appointed as a substitute in his (Motilal's) place. He also recommended that the substitute may be sanctioned upto 31st July 1949 or to the date Motilal's case was decided, whichever was earlier. Sanction was accordingly given and the complainant was appointed as a Motor Mechanic in the vacancy of Motilal. It appears that the complainant was involved in the criminal cases in about January 1952. He was prosecuted for the same and pending prosecution, he was suspended. It further appears that he was acquitted on 12th June 1952. On his approachin' appropriate authorities, he was allowed to resume his duties from 1st July 1952. On 17th August 1952, he was served with a notice terminating his services from 1st September 1952. As Reference No. 6 of 1952 was then pending, the complainant has filed the present complaint under Section 33A of Industrial Disputes Act alleging that the opnosite parties had contravened the provisions of Section 33 by discharging him during the pendency of Reference No. 6 of 1952 without obtaining the express permission of this Tribunal.

7. The opposite party in their written statement urged that there was no pending controversy in which they or their workmen were directly or substantially

interested. Reference No. 6 of 1952 related to giving of paid holidays with full pay on the Independence and Republic Days. It was argued that there was in fact no industrial dispute between the State Railway collieries and their workmen because State Railway collieries were giving paid holidays to their workmen on 15th August and 26th January. It may be noted that Reference No. 6 of 1952 was a general reference between all collieries and their workmen relating to two points. The first point was about giving of paid holidays to the workmen on 15th August 1950, 26th January 1951, 15th August 1951, and 26th January 1952. The second point was whether the workmen should receive full pay and allowances for the holidays on the Independence Day and the Republic Day in future. Even if a particular colliery was, at the time of the order of reference, giving holidays with full pay to the workmen on the Independence Day and Republic Day, it could not be said that they would necessarily continue giving holidays with pay on these festival days in future. That is why it was referred to as a specific issue in making the above reference. Hence, even if at the time of the Reference, the State Railway collieries were giving holidays with pay on these days, it could not be said that no dispute could be apprehended in respect of future days.

8. In this connection, I may also refer to Section 10(5) of the Industrial Disputes Act which lays down:

"Section 10(5). Where a dispute concerning any establishment or establishments has been or is to be, referred to a Tribunal under this Section and the appropriate Government is of opinion, whether on an application made to it in this behalf or otherwise, that the dispute is of such a nature that any other establishment, group or class of establishment of a similar nature is likely to be interested in, or affected by, such dispute, the appropriate Government may, at the time of making the reference or at any time thereafter but before the submission of the award, include in that reference such establishment, or group or class of establishments, whether or not at the time of such inclusion any dispute exists or is apprehended in that establishment, group or class of establishments."

This would mean that even if there was no existing dispute between a particular colliery and their workmen regarding giving of paid holidays on the Independence Day and Republic Day, the Government could still include such collieries in this reference. The fact that almost all collieries situated in the whole of India were included in the above order of reference would go to show that the Government contemplated that even if in a particular colliery or collieries, there was no existing dispute, these collieries should be made parties under Section 10(5) of the Act. On the whole, I think that the State Railway collieries were properly made parties to the above reference and as they were parties thereto, Section 33 was applicable to them and they committed a breach thereof by discharging the complainant during the pendency of Reference No. 6 of 1952.

9. Before going to the merits, I may mention that the complainant had alleged that his discharge was due to the fact that he had incurred the displeasure of the manager. He had not made any such allegation in the original complaint. It is true that in the statement Exhibit 11, he has stated that he had incurred the displeasure of the manager; but even then he did not mention any reason why the manager was displeased with him. It is true that he suggested that he had brought to the notice of the authorities certain irregularities and suggested that this was the reason for the manager's displeasure. He also alleged that he was falsely implicated in two cases. In his deposition, he has suggested that he believed that the criminal complaints were filed against him at the instance of the manager. The alleged representation made by the complainant related to certain procedure, which was prevailing at the colliery. That representation was made by him in July 1950. It is difficult to believe that the manager got these complaints filed against him because of his having made the representation 1½ years ago.

10. I may also mention that in the statement Exhibit 11 and in his examination in chief, the complainant alleged that after his acquittal from the criminal court, he approached the manager for being reinstated; but the manager refused to do so and it was only after he moved the higher authorities that he was appointed to his post. Later on, he had to withdraw these allegations. He admitted that he gave a written application to the manager after his acquittal, whereupon the manager asked him to obtain a copy of the judgment and said that after a copy was given to him, he would reinstate him. The Manager also

said that he would forward the copies to the Superintendent of Collieries and obtain his orders for complainant's reinstatement. The complainant had also to admit that the manager never refused to allow him to resume his duties. It appears that the complainant gave an application to the Superintendent of Collieries also and action was taken thereon and he was allowed to resume his duties; but as admitted by the complainant himself, the manager had never refused to allow him to resume his duties. The allegations made by him in the statement Exhibit 11 and in his examination in chief were thus not true. This shows that his allegations against the manager that the manager was prejudiced against him and got the complaints filed also cannot be accepted. I therefore do not believe his allegations that he was discharged because he had incurred the displeasure of the manager.

11. Even then, I think that his summary discharge without a charge sheet and with hardly a fortnight's notice was not proper. As I said above, he was appointed as a substitute in place of one Motilal. The opposite party contended that the appointment of the complainant was temporary and even the post was temporary. There is however nothing to show that the post to which the complainant was appointed was a temporary post. If we look at the order under which Motilal was appointed as a Motor Mechanic, we find that it was mentioned therein that Motilal was appointed as a temporary Motor Mechanic in the place of one Kadar Ali who was released for Pakistan. The order also mentioned that that the appointment (that is, the appointment of Motilal) was purely temporary and was liable to be terminated whenever any person opted for rest of India was finally sent for replacement. This would mean that the post was a permanent one; but only the appointment of Motilal thereto was temporary, and not that the post was temporary. It may be noted that Motilal's appointment was made from 1st December 1947 soon after the partition of India; that is why the above order mentioned that the appointment was purely temporary and was liable to be terminated whenever any person opted for rest of India was finally sent for replacement. I might repeat that this only means that Motilal's appointment was temporary but it did not mean that the post was temporary.

12. As Motilal got involved in a criminal case, it was felt necessary that there should be a substitute appointed in his place. Accordingly the manager made a recommendation that the complainant may be appointed as a substitute from 24th March 1949 till 31st July 1949 or till the date Motilal's case was decided, whichever was earlier. It appears that sanction was given to this, and the complainant was appointed and worked as a Motor Mechanic as a substitute in the place of Motilal from 24th March 1949, and continued in that post till about January 1952, when he was involved in two criminal cases and appears to have been suspended. He was however reinstated on acquittal and paid his wages for the period of his suspension. In other words, he continued in that post till his discharge on 1st September 1952.

13. The opposite party urged that the post of the complainant was periodically sanctioned by the Chief Mining Engineer from time to time and the final sanction to retain him was accorded upto 31st August 1952 and that is why he was discharged on 1st September 1952. None of these orders has been produced before me, excepting an order dated 25th June 1952 by which the Chief Mining Engineer sanctioned the retention of the service of the substitute Motor Mechanic for a further period upto 31st August 1952 or till the expiry of the industrial dispute (Appellate Tribunal), whichever was earlier, subject to the condition that the complainant was to be discharged immediately the industrial dispute was finally disposed of. This does not mean that the post was temporarily sanctioned from time to time. It would only mean that the continuance of a substitute was sanctioned from time to time. As I mentioned above, when a substitute was originally asked for it was asked for upto 31st August 1949; and probably the continuance of substitute or the continuance of the complainant as a substitute in that post was sanctioned from time to time. This would not mean that the post was temporary nor would it mean that the continuance of the post was sanctioned temporarily from time to time. There is a distinction between a "post" and a "substitute" for the post and a particular person being appointed to that particular post. The post appears to have been permanent; but the continuance of a substitute and continuance of the complainant as a substitute appears to have been sanctioned temporarily from time to time.

14. In this connection, I may also refer to two letters written by the Chief Mining Engineer to the complainant on 9th March 1953 and 7th June 1953 respectively. In the first letter, it has been mentioned that the post of Motor

Mechanic at Kargali colliery was proposed to be filled up by the senior most surplus mechanical fitter. In the second letter also, it has been mentioned that it had been decided to fill up the Motor Mechanic's post at Kargali colliery by the senior surplus mechanical fitter of the colliery. Both these letters clearly show that the post of Motor Mechanic is still in existence i.e. it was not a temporary post sanctioned for a particular period. It could not therefore be said that the complainant's services had to be terminated, because a post, which was sanctioned temporarily, was not continued later on.

15. It however does appear that the continuance of the complainant as a substitute was sanctioned from time to time. This would not mean that the complainant could be discharged summarily. No charge sheet was served on him. There is no allegation that he had committed any misconduct. No enquiry of any sort was held against him. He had continued to work in that particular post for a period of over three years. As I said above, it is not the case that the post was abolished. In the circumstances, it was unfair labour practice to discharge the complainant without a charge sheet and without a proper notice. I therefore hold that the complainant's discharge was improper, and he deserves to be reinstated.

16. Regarding past wages, the complainant was discharged from 1st September 1952; still he did not file the present complaint till 11th August 1953. It is true that on the day on which he filed the present complaint, Reference No. 6 of 1952 was still pending. If it had not been pending, the complaint might have failed on the ground of unreasonable delay. But looking to the fact that the complainant approached the Tribunal after a long time, I think that he would not be entitled to any wages till the date of his filing the present complaint.

17. In the result, I direct that the complainant should be reinstated in the post of Motor Mechanic on the same terms as before within 15 days of this award becoming enforceable on his approaching the opposite party for the same. The complainant should also be paid his wages, dearness allowance, and all other benefits as if he was in service from 11th August 1953 till the date of his reinstatement. The period from 1st September 1952 to 10th August 1953 both days inclusive will be treated as on leave without pay and would not constitute a break in service. The arrears of wages as directed above should be paid to him within one month of the award becoming enforceable.

I pass my award accordingly.

The 5th August, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(365)/ix.]

S.R.O. 2812.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Santi Sarup Gupta (Niranjan Lall), a workman of Charkapatthal and Bindro Mica Mines of M/S. Chrestien Mica Industries Ltd.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

APPLICATION No. 39 of 1954.

(arising out of Reference No. 11 of 1953)

In the matter of an application U/s 33A of Industrial Disputes Act 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES:

Shri Santi Sarup Gupta, (Niranjan Lall), c/o Bihar Mica Mazdoor Sangthan, P. O. Tisri, Hazaribagh, Bihar—Complainant.

VS.

Messrs. Chrestien Mica Industries Ltd.'s, Charkapatthal and Bindro Mica Mines, P. O. Tisri, Dt. Hazaribagh, Bihar—Opposite party.

APPEARANCES:

No appearance on behalf of the complainant.

Shri M. M. Gupta, C/o Chrestien Mica Industries Ltd., P. O. Domchanch,
Dt. Hazaribagh—*For the opposite party.*

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that he had been dismissed by the opposite party on 16th March 1954 without a notice or a charge sheet during the pendency of Reference No. 11 of 1953.

3. The opposite party urged that the complainant was on probation for six months but his work was found unsatisfactory within two months and he was therefore discharged.

4. At the hearing, the complainant was not present though he was twice informed about the dates of hearing. The papers produced by the opposite party show that the complainant's allegation that no charge sheet had been served on him is not correct. A charge sheet had been served on him and he was given an opportunity to explain the allegations made against him but he did not do so. Under the standing orders of the opposite party, the complainant must be deemed to have been on probation for at least three months. He was discharged before this period. He was also found guilty of misconduct. He is therefore not entitled to any relief.

The complaint fails and is dismissed.

I pass my award accordingly.

The 30th July, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(76)-I/54.]

S.R.O. 2813.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Sarvasri Foad Ray and Budhu Mian, workmen of the Pesam Mica Mine of M/S. Christian Mica Industries Ltd.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

APPLICATION NO. 40 OF 1954.

(arising out of Reference No. 11 of 1953)

In the matter of an application U/s 33A of Industrial Disputes Act 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES:

Shri Foad Ray and Budhu Mian, c/o Bihar Mica Mazdoor Sangathan,
P. O. Giridih, Dt. Hazaribagh—Complainants.

VS.

Messrs. Chrestien Mica, Industries Ltd., Pesam Mica Mine, P. O. Tisri, Dt.
Hazaribagh—Opposite party.

APPEARANCES:

No appearance on behalf of the complainants.

Shri M. M. Gupta, c/o M/s. Chrestien Mica Industries Ltd., P. O. Domchanch,
Dt. Hazaribagh—*For the Opposite party.*

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainants alleged that they had been dismissed by the opposite party on 23rd February 1954 without notice or charge sheet during the pendency of Reference No. 11 of 1953.

3. The opposite party urged that as they had not sufficient work, they wanted to transfer the complainants to another mine; but they refused to go there. They were therefore offered an alternate job, but they did not like it and they requested the opposite party to retrench them on giving the full retrenchment relief. They were accordingly paid full retrenchment relief and retrenched and not dismissed.

4. At the hearing, the complainants were not present though they were twice informed of the dates of hearing. There is no evidence in support of their allegation that they were dismissed by the opposite party. The opposite party has produced receipts passed by the complainants when they were paid retrenchment relief on 1st March 1954, according to the length of their service. This shows that the complainants were retrenched and not dismissed. The complainants were also paid full retrenchment relief. They are not entitled to any further relief.

5. The complaint fails and is dismissed.

I pass my award accordingly.

The 30th July, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(76)-II/54.]

S.R.O. 2814.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Mahabir Bhuiyan, a workman of the South Bulliaree Kendwadih Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 16 of 1954

(arising out of Reference No. 1 of 1953)

In the matter of an application U/s 33A of Industrial Disputes Act, 1947

PRESENT:

Shri L. P. Dave, B.A., LL.B., Chairman.

PARTIES:

Shri Mahabir Bhuiyan, Trolleyman, Token No. TS 94, South Bulliaree/Kendwadih Colliery, c/o The General Secretary, East Indian Coal Co. Workers' Union, P.O. Jealgora, Dist. Manbhumi, Bihar—Complainant.

Vs.

The Management of South Bulliaree/Kendwadih Colliery, M/s. East Indian Coal Co. Ltd., P.O. Kusunda, Dist. Manbhumi, Bihar—Opposite Party.

APPEARANCES:

Shri Satya Sen, General Secretary, East Indian Coal Company Workers' Union, P.O. Jealgora, Dist. Manbhumi, Bihar—For the Complainant.

Shri P. K. Majumdar, Liaison Officer, The East Indian Coal Co. Ltd., P.O. Jealgora, Dist. Manbhumi, Bihar—For the Opposite Party.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that during the pendency of Reference No. 1 of 1953 between the opposite party and their workmen, the opposite party illegally terminated the complainant's services from 18th November 1953 without the express permission of the Tribunal and thereby committed a breach of Section 33 of the Act.

3. The opposite party denied that they had contravened the provisions of Section 33 of the Industrial Disputes Act. It was contended that the opposite party did not terminate the services of the complainant but that the complainant left the colliery of his own accord from 18th November 1953 because he apprehended trouble due to an alleged enticement by him of a female labourer, and absented from work without permission and without any satisfactory cause for more than 10 days; this constituted a misconduct. The complainant wrote a letter to the management on 25th November 1953, but the allegations made therein were found to be false. The opposite party did not take any action against the complainant and it had no objection if he would have reported and joined his duties. As he voluntarily absented himself from 18th November 1953 and did not offer a satisfactory explanation for his absence, he is not entitled to any compensation.

4. The complainant was working as a trolleyman in the South Bulliaree Kendwadih colliery belonging to the opposite party. He alleged that from 18th November 1953 his Sirdar, one Chotu Bhulia, stopped him from work. On the other hand, the management urged that the complainant voluntarily absented himself from work from 18th November 1953. According to the management, there was an allegation against the complainant that he had enticed away a female labourer and this had led to some unrest amongst the labourers and the complainant apprehended trouble and so, he left the colliery. It was also said that the opposite party had no objection to allow the complainant to work if he had reported himself for duty. In the course of arguments, Mr. Majumdar on behalf of the opposite party also urged that they had made this offer while the matter was pending before the Conciliation Officer.

5. When the matter came for hearing before me, I was informed by both parties that the complainant had joined and had been allowed to join his duties in the colliery from 7th July 1954. The question of reinstatement therefore now does not survive. The only question that has got to be considered is as to whether the complainant should be given any wages for the period of his idleness from 18th November 1953 to the date of his re-employment on 7th July 1954.

6. As I said above, according to the complainant's case, he was not allowed to work from 18th November 1953 by his Sirdar and the reason for this was that the Sirdar was taking a leading part in a particular labour union and wanted the complainant to join that union. On the other hand, the management alleged that the complainant had voluntarily left the work because there had been some excitement amongst a section of the workmen for the alleged conduct of the complainant in respect of a particular female labourer, and he therefore apprehended trouble. Neither party had led any oral evidence.

7. According to the complainant, he wrote a letter to the manager on 19th November 1953 informing him that his Sirdar Chotu Bhulia had stopped his work from the preceding day and requested for prompt action by the manager. Mr. Majumdar on behalf of the management said that they had not received any such letter of 19th November 1953. But even according to the management, they did receive a letter from the complainant dated 25th November 1953 in which he had stated that the Sirdar Chotu Bhulia had stopped him from work two weeks ago and requested the manager to make enquiries in the matter and also to get his wages for the two weeks paid by the Sirdar. This letter was forwarded by the Overman to the manager on 27th November 1953 stating that he had no knowledge about the complainant who was absent from 18th November 1953. In other words, whether the complainant wrote a letter to the manager on 19th or not, it is certain that he did approach the manager on or before 27th, that is, within 10 days from the first day of his alleged absence. He should normally have been taken immediately back to work on that very day. This however does not appear to have been done. The letter bears an endorsement from the Manager that the complainant was required to explain why he was absent from duty and why he did not report to the Assistant Manager. This order does not bear any date nor is there anything to show that the order was communicated to the complainant or any attempt was made to obtain any explanation from him.

8. On 4th December 1953 the complainant wrote a letter to the Colliery Superintendent of the opposite party mentioning that the Sirdar had stopped his work from 18th November 1953; that he had approached the manager but he did not pay any attention to it and requested that he should be allowed to continue his work and he should be transferred under some other sirdar in any section of the collieries. This letter appears to have been forwarded by the Colliery Superintendent to the Manager. Thereupon a letter was addressed to the manager by the Sirdar Chotu Bhulia stating that the complainant had abducted a girl and kept her at some place for some days and when this was found out, he fled away.

The Sirdar also stated that he had not stopped the complainant from working and that the complainant was (even then) not staying at the colliery and he did not know his whereabouts. The Overman also wrote a letter on 7th December 1953 saying that the complainant was absent without information from 18th November 1953 and that he did not make a report till 27th November 1953 when he approached him with an application which was forwarded by him to the Manager and that he had not seen the complainant thereafter. On 14th December 1953 the manager addressed a letter to the Welfare Officer of the colliery returning the application of the complainant addressed to the colliery Superintendent and stating that because of some domestic quarrel of a serious nature, the complainant had left the colliery and absented himself from duty from 18th November 1953 without any information and nobody knew whether he was living in the colliery. He also said that nobody stopped him from his duty as could be seen from the comments made by the Sirdar and the Overman.

9. After this, the complainant approached the Conciliation Officer who forwarded the complaint to the management. In the course of the reply to that complaint, the management stated that they had no objection if the Conciliation Officer directed the complainant to turn up before the manager and ask for pardon for the offence committed by him, and then he may apply for work. I am mentioning this at this stage to show that the alleged offer by the management to reinstate the complainant before Conciliation Officer was not unconditional. Actually it did not contain any promise to reinstate the complainant. It only mentioned that the complainant should first tender an apology and then apply for work, meaning that the management would thereafter consider his application; that is, the management were not prepared even to consider his application till he tendered an apology. In my opinion, thereafter, it could not be said that because of this offer made by the management, the complainant would not be entitled to any wages, after the date of this offer on the ground that he refused to accept that offer.

10. At this stage, I may also mention that in the letter to the Conciliation Officer, the management said that the complainant absented from work for more than 15 days and then applied to the manager and the manager called for his explanation for absenting himself. As pointed out above, the complainant had approached the manager within less than 10 days from the alleged absence. Further, though the manager did make an endorsement on the complaint asking for the complainant's explanation, there is nothing to show that that order was communicated to the complainant.

11. On the admitted facts, the complainant, even if he voluntarily absented himself, approached the management within 10 days and asked for work; but work was not immediately given to him, and his application was forwarded from one officer to another and the result not communicated to him. If the management wanted to take action against him for his alleged absence without leave, they should have served a charge sheet on him and after holding an enquiry passed necessary orders. This was not done.

12. I am also not satisfied that the complainant remained absent voluntarily from work. There appears to be some force in his allegation that he was stopped from work by his Sirdar. He made a complaint against the Sirdar almost immediately after his stoppage from work. No independent enquiry has been made about the allegations made by the complainant. The Sirdar is bound to deny the allegations. The management ought to have made enquiries from other independent sources before accepting the Sirdar's word for it. The Sirdar has gone to the length of saying that the complainant had left the colliery and his whereabouts were not known. Actually the complainant addressed one letter to the manager on 25th November 1953 and another on 4th December 1953 to the Colliery Superintendent. He has produced his ration card showing that he had drawn his rations for the week ending 21st November 1953 and this must evidently have been done evidently between 23rd November 1953 and 28th November 1953. The allegation therefore that the complainant left the colliery cannot be believed. As I mentioned above, no attempt has been made to inform him of the order passed by the manager calling for his explanation. No letter was sent to him by registered post nor is it alleged that some peon had been sent to the complainant's residence. I might repeat that the Sirdar was an interested person and his allegation should not have been accepted without making some enquiries in the matter. There is no evidence in support of the various allegations made by the Sirdar against the complainant. No reply was sent to any of the letters of the complainant, nor was he informed that he had not been prevented by any one from doing his work or that he had remained absent without permission. Even when the complainant approached the Conciliation Officer, the opposite party did not unconditionally

offer him his job but said that the offer would be considered if an application was made by the complainant after giving an apology. In my opinion, the complainant's allegation that he was stopped from work appears to be true. He would therefore be entitled to get his wages for the period of his forced idleness.

13. It is true that the complainant approached this Tribunal only on 15th February 1954. The award in Reference No. 1 of 1953 was published in the *Gazette of India* on 16th January 1954 and hence under Section 20(3) read with Section 17A of the Act, the proceedings in that case must be deemed to have concluded only on 15th February 1954. That would mean that the present complaint was not filed after the proceedings have been concluded. Further the complainant was stopped from work from 18th November 1953. He immediately approached the manager and then the Superintendent of Collieries; and when he did not get any relief from them, he approached the Conciliation Officer. The Conciliation Officer wrote a letter to the management on 15th January 1954. The management replied to it on 21st January 1954. The present complaint was filed on 15th February 1954. It could not therefore be said that there was any unreasonable delay.

14. In the result, the complainant should be paid his wages from 18th November 1953 till the date of re-employment on 7th July 1954 together with dearness allowance, and other advantages as if he was on duty during all this period. The amount should be paid to him within 15 days from this award becoming enforceable. The complainant has already been reinstated and hence no orders are passed for his reinstatement.

I pass my award accordingly.

The 5th August 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal, Dhanbad,
[No. L.R.2(76)-III/54.]

New Delhi, the 20th August 1954

S.R.O. 2815.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Baldeo Gope, a workman of Messrs. Chrestian Mica Industries Ltd., Domchanch.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

APPLICATION No. 11 of 1954

(Arising out of Reference No. 11 of 1953)

In the matter of an application U/s 33A of Industrial Disputes Act 1947.

PRESENT

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES

Shri Baldeo Gope, C/o Mica Labour Union, P. O. Jhumritellaya, Dt. Hazaribagh, Bihar—Complainant.

VS.

General Manager, M/s. Chrestien Mica Industries Ltd., P. O. Domchanch, Dt. Hazaribagh, Bihar—For the Opposite party.

APPEARANCES

Shri Yash Raj Singh, General Secretary, Mica Labour Union, P. O. Jhumritellaya, Dt. Hazaribagh, Bihar—For the Complainant.

Shri M. M. Gupta, C/o M/s. Chrestien Mica Industries Ltd., Domchanch, Bihar—For the Opposite party.

AWARD

This is a complaint under Section 33A of Industrial Disputes Act.

2. The complainant alleged that he had been discharged by the opposite party on 18th January 1954 during the pendency of Reference No. 11 of 1953 and claimed reinstatement with full wages for the period of his idleness.

3. The opposite party urged that the complainant was late in attending the mine on 16th January 1954 and when questioned about it, he misbehaved and adopted a threatening attitude. He also instigated other late-comers not to work and went away with them, thereby causing stoppage of the work of the shift. A charge sheet was tendered to him, but he refused to accept it. He was thereafter dismissed.

4: At the hearing before me, the parties produced a memorandum of compromise entered into between them. Under the compromise, the complainant is to be paid 15 days wages in consideration of his past services. He is now working as a contractor of the company and does not therefore claim reinstatement. In my opinion, the compromise is fair and reasonable.

I therefore pass an award in terms of the compromise, a copy of which is attached herewith.

The 30th July, 1954.

(Sd.) L. P. DAVE, Chairman,

Central Government's Industrial Tribunal, Dhanbad.

IN THE MATTER OF REFERENCE NO. 11 OF 1953

APPLICATION No. 11/54/225, DATED 2ND FEBRUARY 1954

Baldeo Gope c/o Mica Labour Union, P. O. Jhumritelaiya.

VS.

General Manager, M/s. Chrestien Mica Industries Ltd., Domchanch.

Agreement arrived at between the General Manager M/s. Chrestien Mica Industries Limited, Domchanch and the Mica Labour Union Jhumritelaiya in respect of Baldeo Gope.

In view of the fact that Baldeo Gope is working as a contractor for the company, he will be paid 15 (fifteen) days wages in consideration of his service in full and final settlement of his dues claimed by the above application and for this the compromise petition is being submitted to the Honourable Tribunal.

(Sd.) [ILLIGIBLE],

General Secretary,

Mica Labour Union, Jhumritelaiya.

(Sd.) M. M. GUPTA,

The 28th July, 1954.

(Sd.) [ILLIGIBLE],

General Manager,

Chrestien Mica Industries Ltd.,

Domchanch.

The 8th July, 1954.

Filcd.

(Sd.) L. P. DAVE,

Chairman,

Central Govt. Industrial Tribunal, Dhanbad.

The 28th July, 1954.

[No. LR.2(425)/II.]

S.R.O. 2816.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Janab Heyat Mir Khan, a workman of the West Bokaro Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 6 of 1954

(arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of the Industrial Disputes Act 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B.—Chairman.

PARTIES:

Janab Heyat Mir Khan, c/o Hafiz Md. Fazal Karim, Mohalla, Bara, P. O. Sasaram, Dist. Sahabad (Arrah)—Complainant.

Vs.

The Management West Bokaro Colliery, P. O. Ghatotkach, Dist. Hazaribagh—
Opposite party.

APPEARANCES:

Janab I. H. Khan, Secretary, Koyala Mazdoor Panchayat, P. O. Jharia—
For the complainant.

Shri S. S. Mukherjea, Pleader, Dhanbad—For the Opposite party.

AWARD

This is a complaint under section 33A of the Industrial Disputes Act.

2. The complainant alleged that the opposite party had contravened the provisions of section 33 of the Industrial Disputes Act by dismissing him on 14th August 1952, during the pendency of Reference 6 of 1952 without the permission of the Tribunal. The opposite party opposed the complaint on various grounds.

3. At the hearing before me, the parties filed a petition stating that the matter had been amicably settled between them and hence the complainant did not wish to proceed with the case. In view of this, the complaint is disposed of.

I pass my award accordingly.

The 11th August, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal, Dhanbad.

[No. LR.2(365).]

New Delhi, the 23rd August 1954

S.R.O. 2817.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Gena Mian and three others, workmen of Messrs. Chrestien Mica Industries Ltd., Domchanch.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION NO. 9 OF 1954

(arising out of Reference No. 11 of 1953)

In the matter of an application U/s 33A of I.D. Act 1947.

PRESENT:

Shri L. P. Dave, B.A. LL.B., Chairman.

PARTIES:

1. Gena Mian,
2. Gena Chammar,
3. Shiv Singh,
4. Kehar Singh, c/o Mica Labour Union, P. O. Jhumritelaiya, Dt. Hazaribagh, Bihar.—Complainants.

Vs.

The General Manager, M/s. Chrestien Mica Industries Ltd., P. O. Domchanch, Dt. Hazaribagh, Bihar.—Opposite party.

APPEARANCES:

Shri Surya Narayan Singh, Secretary, Mica Labour Union, P. O. Jhumritelaiya, Dt. Hazaribagh, Bihar.—For the complainants.

Shri M. M. Gupta, c/o Chrestien Mica Industries Ltd., P. O. Domchanch, Dt. Hazaribagh, Bihar.—For the opposite party.

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. The complainants alleged that they were discharged on 19th January, 1954 by the opposite party during the pendency of Reference No. 11 of 1953 and the opposite party had thereby committed a breach of Section 33 of the Industrial Disputes Act.

3. The opposite party urged that the complainants were involved in stealing mica and were duly charged sheeted and found guilty after a thorough enquiry.

4. At the hearing, the parties produced a compromise before me. In the compromise, it was stated that the complainants were now working in another mine and do not claim reinstatement. The mine of the opposite party, in which they were working, has been closed and the complainants were therefore paid one month's salary as relief. In my opinion, the compromise is fair and reasonable.

5. In the result, the complainants are now not entitled to any relief. The complaint is therefore dismissed.

I pass my award accordingly.

The 30th July, 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal,
Dhanbad.

[No. LR. 2(425)/I.]

P. S. EASWARAN, Under Secy.

New Delhi, the 19th August 1954

S.R.O. 2818.—In exercise of the powers conferred by section 35 of the Industrial Disputes (Appellate Tribunal) Act, 1950 (XLVIII of 1950), the Central Government hereby directs that the following further amendments shall be made in the Industrial Disputes (Appellate Tribunal) Rules, 1951, namely:—

In the said Rules—

(1) in rule 11, the figure and brackets "(1)" shall be omitted and in the rule as so amended, for the words "Notice of the date fixed", the words, figures and letter "Subject to the provision of rule 11A, a notice of the date fixed" shall be substituted;

(2) for sub-rule (2) of rule 11A, the following sub-rule shall be substituted, namely:—

"(2) Where there are numerous persons in any appeal before the Tribunal as appellants or as respondents who are not members of any union or association, the Tribunal shall, where personal service is not practicable, cause the service of any notice to be made by affixing the same to a notice board at or near the main entrance of the establishment concerned."

[No. LR.1(233).]

N. C. KUPPUSWAMI, Dy. Secy.

New Delhi, the 24th August 1954

S.R.O. 2819.—Whereas the Central Government is satisfied that the employees in the Regional Electrical and Mechanical Workshop, Safdarjung Airport, New Delhi, belonging to the Government of India are in receipt of benefits substantially similar or superior to the benefits provided under the Employees' State Insurance Act, 1948 (XXXIV of 1948);

Now therefore, in exercise of the powers conferred by section 90 of the said Act, the Central Government hereby exempts the said factory from all the provisions of the said Act for a period of one year in the first instance.

[No. SS. 138(52).]

K. N. NAMBIAR, Under Secy.